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Lease 15021

# **LEASE**

**Between**

**Bangor Holdings, LLC**

**and**

**THE STATE OF MAINE**

**Department of Administrative & Financial Services**

**Bureau of Real Estate Management**

**on behalf of the**

**Department of Health & Human Services**

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This Lease is made and entered into this 24<sup>th</sup> day of May, 2018 by and between Bangor Holdings, LLC whose address is 2402 Route 2, Suite G, Hermon, ME 04401 for themselves, their heirs, executors, administrators, successors and assigns (hereinafter called the “Lessor”) and the State of Maine, Department of Administrative & Financial Services, Bureau of Real Estate Management, whose address is 77 State House Station, Augusta, Maine 04333 on behalf of the Department of Health and Human Services, (hereinafter called the “Department”);

Contemporaneously with the execution of this Lease, Lessor has entered into a Purchase and Sale Agreement with the State of Maine, by and through its Department of Administrative and Financial Services (the “Purchase Agreement”) for the purchase of that certain parcel of land located in Bangor, County, Penobscot, which includes the real property described in **Exhibit D** attached to this Lease and incorporated for the purposes of description (the “Land”) and the building located on that parcel; and

Lessor wishes to lease to Department and Department wishes to lease from Lessor, under the terms and conditions of this agreement, approximately 9500± square feet –Secure Forensic Rehabilitation Facility constructed to the requirements of a State Licensed Level IV Residential Care Center;

Therefore, the parties agree as follows:

1. **LEASED PREMISES:** The Lessor does hereby lease, demise and let to the Department the following premises:

- A. The Building and Parking Lot are collectively referred to herein as the “Leased Premises”.
- B. A Secure Forensic Rehabilitation Facility to be constructed on the Land by Lessor at Lessor’s expense in accordance with the site plan, building plans and specifications identified in **Exhibit’s D, K & L** (the “Plans”), which Secure Forensic Rehabilitation Facility (the “Building”), to be located on the DDPC Campus shall contain a net rentable area of **9,500±** square feet of interior State Licensed Level IV Residential Care Center.
- C. A parking lot to be constructed on the Land or a parcel adjacent to the building by Lessor at Lessor’s expense in accordance with the site plan, building plans and specifications identified in **Exhibit’s D, K & L**, which parking lot (the “Parking Lot”) shall contain spaces for a minimum of **42** vehicles.

2. **TERM:**

- A. The term of this Lease shall be for **thirty (30) years** commencing upon written acceptance of the Leased Premises by the Department. Acceptance by the Department shall be in the form set forth in Commencement Notice, **Exhibit B**, attached hereto and made a part hereof. The “Commencement Date” shall be the date set forth in paragraph 1 of the fully executed Commencement Notice; provided, that in the event that the Commencement Date set forth in the Commencement Notice is after the first day of a month, a partial first month shall be added to the initial term of this Lease so that the Lease expires on the last day of the last calendar month of the initial term, unless extended.

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- B. The Department shall have no obligation to accept the Leased Premises until Lessor has provided the Department with all of the deliverables described in the Commencement Notice ("Deliverables"). When Lessor believes, it has obtained the Deliverables, it shall provide the Deliverables to the Department along with a Commencement Notice completed and executed by Lessor. No later than five (5) business days after Department's receipt of the Deliverables and the Commencement Notice, Department shall either deliver to Lessor (i) a fully executed Commencement Notice or (ii) if Department in good faith reasonably determines that Lessor has not provided the required Deliverables, a written notice specifying which of the Deliverables have yet to be provided (an "Objection Notice"). If the Department delivers an Objection Notice to Lessor, the parties shall use good faith efforts to resolve the Department's objection as expeditiously as possible. If the Department fails to respond within the five (5) business day period described above, then Department shall be deemed to have accepted and executed the Commencement Notice provided by Lessor, and the Commencement Date set forth therein shall be binding on the parties.
- C. No later than thirty (30) days prior to the issuance of the Certificate of Occupancy, the Lessor shall notify the Department of the date on which the Lessor anticipates the Certificate of Occupancy will be issued.
- D. The anticipated Commencement Date is no later than May 18, 2019. In the event the Commencement Date is delayed for any reason, Lessor shall give the Department written notice of such delay no later than thirty (30) days prior to the anticipated date of commencement. The notice shall include the reasons for delay and the new anticipated date of commencement. If the delay in anticipated date of commencement is more than one hundred seventy (170) days plus the number of days of delay caused by Force Majeure (defined below) or Department caused delay, the Department may, as its sole remedy and without further liability to Lessor, terminate the Lease without any obligation to the Lessor.

3. **RENTAL:** The Department shall pay base rent as reflected in the chart below:

Contract Year	Square Feet	PSF	Annual	Monthly
1-5	9,500	\$35.00	\$332,500.00	\$27,708.33
6-10	9,500	\$36.75	\$349,125.00	\$29,093.75
11-15	9,500	\$38.59	\$366,605.00	\$30,550.42
16-20	9,500	\$40.52	\$384,940.00	\$32,078.33
21-25	9,500	\$42.54	\$404,130.00	\$33,677.50
26-30	9,500	\$44.67	\$424,365.00	\$35,363.75

Rent is payable in arrears, in accordance with the State's usual accounting procedures, commencing on the first day of the month immediately following the Commencement Date as established by the provisions of Section 2.

- A. In the event commencement occurs after the first day of a month, the first month's rent shall be prorated to the end of that month, payable in arrears.

4. **RENEWAL:** The Department shall have the option at its sole discretion to renew this Lease for (2) two terms of (10) ten years or any portion thereof, upon the same terms and conditions, except for rent which shall be negotiated. Such renewal options may be exercised with respect to the entire Leased Premises only

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and shall be exercisable by Department delivering a renewal notice to Lessor at least twelve (12) months prior to the expiration of the Term or the prior renewal Term, as the case may be. Time is of the essence with respect to the giving of the renewal notice; Department shall have no further right to renew or extend the Term if it fails to timely deliver a renewal notice.

5. **HOLDOVER:** At termination of this Lease or any renewal thereof, the Department may continue in possession on a month-to-month basis by paying two (2) times the specified monthly rental and all additional rent until one party shall give the other party written notice of termination. Such notice shall be given sixty (60) days before the premises are to be vacated. Should the notice specify a termination date prior to the end of a month, the rental shall be prorated to the date specified in the notice.

6. **ASSIGNMENT AND SUBLETTING:** The Department may not assign this lease. The Department may not sublet the Leased Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld; provided, however, the Department, without the consent of the Lessor, may permit another agency of the State of Maine to occupy and use all or a portion of the Leased Premises so long as such agency agrees in writing to be bound by the terms of this Lease and such agency's use of the Leased Premises does not have a material adverse effect on the value of the Building. In no event, shall any assignment or sublease by Department release or relieve Department from any obligation under this Lease. For the sake of clarity and without limiting the generality of the foregoing, Lessor's consent shall not be deemed unreasonably withheld with respect to a proposed sub-lessee that is not of equal or better creditworthiness as compared to the Department.

7. **DAMAGE TO LEASED PREMISES:** The Department and Lessor agree that in the event of fire or other damage to the Leased Premises, the party first discovering the damage shall give immediate notice to the other party.

(a) Repairs: In the event of damage to the Leased Premises that can be repaired within one hundred eighty (180) days:

- (i) Lessor shall thereupon expeditiously, at Lessor's expense and in a good and workmanlike manner, undertake such repairs as are necessary to restore the Leased Premises to its previous condition; and
- (ii) During the period Lessor is making capital repairs to the Leased Premises, the rent herein shall be abated in the proportion to the amount of space in the Leased Premises, which is not available to and usable by Department as a result of such loss and/or work.

However, in no event shall Lessor be required to spend more than the insurance proceeds received by Lessor in connection with such damage less any amounts required by Lessor's mortgagee to be used to pay down Lessor's mortgage.

(b) Termination: In the event of damage to the Leased Premises that cannot be repaired within one hundred eighty (180) days, either party may terminate the lease without liability and, in the case of Department, without further obligation to make rental payments.

8. **COVENANTS OF THE DEPARTMENT:** The Department agrees that it will:

- (a) Pay rent as set forth in Section 3;

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- (b) Use, maintain and occupy the Leased Premises in a careful and proper manner;
- (c) Permit the Lessor or its agent upon adequate notice to enter the Leased Premises to inspect the same and to make such repairs as are necessary for the safety, comfort, and preservation of the Leased Premises;
- (d) Not commit nor suffer any waste on the Leased Premises;
- (e) Not permit any other person to carry on therein any offensive trade or business;
- (f) Notify the Division of Risk Management, Department of Administrative and Financial Services of dates of occupancy and vacating of premises, and area changes in lease space use that may be agreed upon; and
- (g) Not use the Leased Premises for any purpose other than for Licensed Level IV Residential Care Center purposes;
- (h) Not engage in any hazardous activity on the Leased Premises so as to substantially increase the cost or risk the cancellation of fire, casualty or liability insurance;
- (i) Peaceably quit and deliver up the Leased Premises to the Lessor at the termination of this lease in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this Lease and shall surrender all alterations, additions and improvements, except furniture, trade fixtures and moveable equipment put in at the expense of the Department;
- (j) Be responsible for any and all loss or damage caused to any and all real and personal property or injury to persons in, on, or about the Leased Premises, including without limitation in the event of fire or casualty, unless the loss or damage is as a result of the negligence or willful misconduct of the Lessor or Lessor's officers, agents or employees;
- (k) Maintain the Leased Premises (Building) in good repair and tenantable condition during the continuance of this lease.
- (l) Maintain and preserve each of the articles of personal property, fixtures, and equipment which are a part of the Leased Premises and cause the same to be properly serviced, insured and registered and make all repairs and replacements, if necessary, in a timely fashion and deliver possession thereof to the Lessor at the termination of this lease in good and workable condition, reasonable wear and tear and obsolescence expected;
- (m) Pay for all facility and grounds operating costs and utilities costs for the Department's use of electricity, heat, water, sewer and telecommunications, apart from property taxes; insurances; and capital expenditures which are the responsibility of the Lessor.
- (n) Observe energy conservation practices in the operation of the building, and be in compliance with such guidelines on energy consumption as the Lessor may issue;

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- (o) Notwithstanding Section 9 (j) or any other provision of this Lease, during the term of this lease the Department will pay any increases to the cost of the Lessor's insurance policies, specific to the leased premises (over the initial lease year) required to be maintained pursuant to Subsections 9 (d) (iii) of this Lease. The policy shall name only the landlord and/or the landlord's company as insureds.

9. **COVENANTS OF LESSOR:** On its part, and at its own expense, covenants and agrees that it will:

- (a) Construct a Level IV Residential Care Facility that complies with the State's Finish Specifications (**Exhibit K**), Leased Building Energy Efficiency Requirements (**Exhibit I**), Operational and Environmental Requirements (**Exhibit C**), and ASHRAE Ventilation Requirements (**Exhibit H**), Secure Forensic Rehabilitation Facility Guidance Document (**Exhibit K**)
- (b) Maintain the roof, structural components, exterior of the building, HVAC system and parking lot infrastructure and associated lighting in good repair and tenantable condition during the term of this lease and any renewal or any holdover period.
- (c) Lessor shall use reasonable efforts to perform improvements and repairs, in a manner designed to minimize interference with Department's use of the Leased Premises. If the Lessor does not commence improvements and repairs within a reasonable period of time (seven (7) calendar days for health & safety matters or thirty (30) days for other Leased Premises repair matters) after notification of the need for the repairs, the Department may, at its sole discretion, have the repairs made and charge the total repair amount to the account of the Lessor in the form of rent withheld during the next month or months;
- (d) Carry the following insurance during the Term of this Lease and any renewal term and extension thereof;
  - (i) Workers' compensation insurance, as required by Maine law, covering Lessor and Lessor's employees;
  - (ii) "All Risk" insurance (including, without limitation, fire and extended coverage) on the Leased Premises in an amount equal to the replacement value of the Leased Premises;
  - (iii) General liability insurance, with limits of not less than two million dollars (\$2,000,000.00) per year and one million dollars (\$1,000,000.00) per occurrence. Such general liability insurance (i) shall pertain specifically to the Leased Premises and shall not include other locations owned, leased, operated or maintained by Lessor; (ii) shall include as an additional insured any person undertaking any of Lessor's obligations hereunder; and (iii) shall further include contractual coverage for Lessor's indemnification obligations contained in this Lease;
  - (iv) Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is (one million dollars) \$1,000,000.00 of any one accident or loss; and
  - (v) All such insurance shall be written by reputable, financially responsible insurance carriers licensed to do business in Maine. At the commencement of the Term, and annually thereafter at Department's written request, Lessor shall have Lessor's insurance carrier(s) furnish Department with certificate(s) evidencing that all insurance required by this Lease

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has been secured and is being properly maintained. These certificates shall also specify the name(s) of the insurance carrier(s), policy number(s) and expiration date(s). Such policies also shall provide that in the event of cancellation or substantial change prior to expiration or termination of this Lease, Department will be given not less than thirty (30) days prior written notice by certified or registered mail of such cancellation or change. Lessor shall, on request, permit Department to examine original insurance policies;

- (vi) Lessor agrees that, solely with respect to the "All Risk" insurance described above, to have its insurer waive any rights of subrogation that such companies may have against the Department. Notwithstanding anything to the contrary in this Lease, Lessor hereby waives any right that Lessor may have against Department as a result of any loss or damage to the extent such loss or damage to property is insured under the "All Risk" insurance policy the Lessor is required to carry hereunder, provided that if such property loss is caused by the breach of this Lease, negligence or willful misconduct of Department or its agents, employees, representatives or contractors, then Department shall pay the Lessor's commercially reasonable deductible within thirty (30) days after the Lessor delivers a written demand therefor. The foregoing waiver of subrogation shall be operative only so long as available without invalidating any of Lessor's policies of insurance.
- (e) Meet with the Department's representative as necessary to review and discuss the condition of the Leased Premises;
- (f) Provide systems for heating, ventilation, air conditioning and humidification in accordance with State specifications (**Exhibit H**). Planned system includes efficient heat pumps with propane make-up heat pumps for outdoor temperatures under 35 degrees F.
- (g) Furnish walks and lined and lighted parking spaces for a minimum of 42 vehicles, inclusive of an appropriate amount of ADA parking spaces in the Parking Lot adjacent to the building;
- (h) Provide Department, at Department's request, with any information needed by Department to comply with all applicable state and federal reporting requirements (including, without limitation, capital lease reporting requirements);
- (i) Allow the Lessee to occupy the premises during the term aforesaid and any renewal thereof peaceably and free from the lawful claims of all other persons:
- (j) Lessor will be 100% responsible for the following costs:
  - i. Property taxes;
  - ii. Insurances;
  - iii. Capital Expenditures

"Capital Expenditures" that are the responsibility of the Lessor shall be defined as: Maintenance, repair, or replacement of all roof, exterior walls, canopy, HVAC system, parking lot infrastructure, and also all structural portions of the building whether interior or exterior when necessary; repairs to the fire sprinkler system; repairs to exterior electrical lines and plumbing (including under the slab), provided however in the event Lessor performs service to the plumbing system that is the result of the introduction of improper materials into the plumbing system by the Lessee or Lessee's agents, invitees, or assigns, Lessor will have the right to seek reimbursement from Lessee for the costs of all repairs



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associated with removing the improper materials and placing the plumbing system back in working order.

10. **OTHER COVENANTS:**

The Parties agree:

- (a) The Department may make interior alterations, improvements and attach fixtures in the premises, provided any alterations, improvements, or attachment of fixtures which would affect (i) the structural parts of the building, (ii) the heating, plumbing, electrical or other Building systems, (iii) the certificate of occupancy or (iv) the exterior of the Building, shall not be performed by the Department without the prior written consent of the Lessor. Department shall discharge any liens recorded or filed against the Leased Premises, the Building or the Land as a result of any such alteration, improvement or attachment. At Lessor's election, at the end of the Term, (v) Department shall, at its sole cost, remove alterations, improvements or attachments and return the Leased Premises to its original condition, reasonable wear and tear excepted or (vi) alterations, improvements or attachments shall remain on the Leased Premises and become the property of Lessor.
- (b) The Department, with prior written consent of the Lessor, may attach informational signs in or upon the premises, provided attachment of informational signs to the exterior of the premises shall be performed in a workmanlike manner and must be approved by Lessor (such approval not to be unreasonably withheld). Upon expiration of the Term, Department shall remove such signage and repair any damage caused thereby at its expense.

11. **QUIET ENJOYMENT:** Upon payment, by the Department, of the rent and additional rent herein provided and upon observance and performance of all covenants, terms and conditions on the Department's part to be observed and performed, the Department shall be entitled, subject to the terms of this Lease, to the beneficial use and peaceful enjoyment of the Leased Premises for the term thereof without hindrance or interruption by Lessor or any other person or persons, claiming by, through, or under the Lessor.

12. **STATE HELD HARMLESS:** The Lessor agrees to indemnify, defend and save harmless the State of Maine and the Department, its officers, agents and employees from any and all claims, defense thereof, and losses accruing or resulting to any person due to the negligence or willful acts or omissions of the Lessor.

13. **NON-APPROPRIATIONS:** This Lease is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Department in excess of such appropriations. The Department agrees to use good faith efforts to seek appropriations in an amount sufficient to meet its obligations under this Lease. In the event that funds are not appropriated, or the amount of funds appropriated to the Department are reduced such that the Department determines that it cannot meet its obligations under this Lease, the Department, upon thirty (30) days written notice to Lessor, may terminate this Lease without further obligation to Lessor. This provision shall not be construed to permit the Department to terminate this Lease in order to enter into a new lease for purchase, or otherwise relocate, to similar premises, or any other premises for substantially the same purposes.

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14. **MUNICIPAL ORDINANCES:** The parties acknowledge and agree that, in accordance with 5 M.R.S.A. § 1742-B, the Leased Premises shall comply with any applicable municipal ordinances governing the construction and alteration of buildings and shall be subject to any inspections required thereunder.

15. **NOTICES:** Any notices required hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to Lessor or Department, as the case may be, at the addresses specified below or at such other address as a party may have specified by written notice hereunder.

Lessor:  
Bangor Holdings, LLC  
2402 Route 2, Suite G  
Herman, Maine 04401

Contact: Tom Ellis  
Phone: 207-848-5704

Department:  
Administrative and Financial Services  
Bureau of Real Estate Management  
77 State House Station  
Augusta, ME 04333-0077

on behalf of the Department of Health and Human Services

Contact: William B. Leet  
Phone: 207-624-7342  
Fax: 207-287-4039

16. **TERMINATION IN EVENT OF MATERIAL VIOLATION OR DEFAULT:** In the event of a material violation of the terms of this Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this lease upon thirty (30) days' notice of receipt of the violation by the other party, such other party shall have the right to terminate this lease upon a further thirty (30) days' notice; provided, however, if a party's failure to comply cannot reasonably be cured within thirty (30) days, such party shall be allowed additional time (not to exceed ninety (90) days) as is reasonably necessary to cure the failure so long as: (1) such party commences to cure the failure within fifteen (15) days, and (2) such party diligently pursues a course of action that will cure the failure and bring it back into compliance with this Lease. However, if a failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to such party. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this lease. Notwithstanding anything to the contrary herein, the cure period set forth above shall not apply to a failure of Department to pay rent, additional rent or any other amount due hereunder (each, a "Monetary Default"); Lessor may terminate this Lease immediately if a Department Monetary Default continues for thirty (30) days after Department receives notice thereof.

17. **ESTOPPEL CERTIFICATES:**

- (a) Department shall, within thirty (30) days after a request by Lessor, execute, acknowledge and deliver to Lessor a written statement (i) certifying that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (ii) specifying the date to which rent has been paid (iii) stating whether, to Department's knowledge, Lessor is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, and (iv) stating whether, to Department's knowledge, any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Lessor under the lease, and, if so specifying each such event. Department shall not be obligated to provide such a written statement more than once every two (2) months, unless a modification or event has occurred within the previous two (2) months which renders the previous statement no longer accurate.

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- (b) Lessor shall, within thirty (30) days after a request by Department, execute, acknowledge and deliver to Department a written statement (i) certifying that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (ii) specifying the date to which rent has been paid, (iii)

stating whether, to Lessor's knowledge, Department is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, and (iv) stating whether, to Lessor's knowledge, any event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Department under the Lease, and, if so, specifying each such event. Lessor shall not be obligated to provide such a written statement more than once every two (2) months, unless a modification or event has occurred within the previous two (2) months which renders the previous statement no longer accurate.

#### 18. **MEMORANDUM OF LEASE:**

- (a) This Lease shall not be recorded.
- (b) Lessor agrees to execute a Memorandum of Lease in the form set forth in **Exhibit A** and, at its own expense, to record said Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after Lessor acquires title to the real property on which the Leased Premises is to be constructed and provide a copy to the Department.
- (c) Lessor further agrees that in the event this Lease is amended, the Lessor shall, at Department's request, execute an amended Memorandum of Lease in a form acceptable to Department and shall record said amended Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after the Lease is amended and provide a copy to the Department.

#### 19. **CONSTRUCTION AND OTHER DEADLINES:**

- (a) Lessor shall acquire title to the real property by May 29<sup>th</sup>, 2018 on which the Leased Premises is to be constructed no later than May 18, 2019, and shall thereupon provide to Department evidence of Lessor's title satisfactory to Department. In the event Lessor, does not acquire title to the Leased Premises by this date, either Department or Lessor may, at its election and without any liability to the other, terminate this Lease by giving written notice of such termination to the other party.
- (b) Lessor shall obtain all necessary state and local permits for the construction of the Building and of the Parking Lot no later than August 1, 2018, except those permits that in the normal course would not be granted at such time. In the event these permits are not obtained by this date, Department may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor.
- (c) Construction of the Building and Parking Lot shall begin no later than August 15<sup>th</sup>, 2018. In the event construction does not begin by this date, Department may, at its election and without any liability to Lessor, terminate this Lease by giving written notice of such termination to Lessor. For purposes of this Section 19(c), Construction of the Building and Parking Lot shall be deemed to have occurred upon the commencement of on-site grading or demolition activities with respect to both the Building and the Parking Lot.

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- (d) All deadlines set forth in this Section shall be extended by a period equal to any delay caused by or resulting from (i) a Department delay or (ii) Force Majeure. As used herein, "Force Majeure" means an act of God, war, civil commotion, vandalism or sabotage, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, extreme weather, or other causes beyond Lessor's reasonable control, including permitting delays that are beyond the Lessor's reasonable control. The deadlines contained in this Section may be extended by the mutual written

consent of the parties; provided, however, that neither party shall be obligated to consent to the extension of any deadline.

## 20. **CHANGE ORDERS:**

- (a) Any changes from the building plans and specifications identified in **Exhibit K** shall be considered to be a change order that may result in additional costs and/or delays in the date for completing construction of the Building and Parking Lot. Department may request any such change by making a written request describing the change to Lessor (which written request shall be referred to herein as "Department's Change Order Request"). Any such request shall be subject to Lessor's approval, which approval shall not be unreasonably withheld; provided, however, that no change order shall change the nature of the Building as a mental health building. Lessor may also submit change orders to the Department for its consideration.
- (b) Lessor shall have ten (10) days after receipt of Department's Change Order Request to notify Department of any additional items necessary to complete construction as a result of the change order and of the additional cost or credit resulting from the change order and the impact on the schedule (which notice from Lessor shall be referred to herein as "Lessor's Change Order Notice"). Department may then elect either (i) to authorize Lessor to proceed with the change by executing and returning Lessor's Change Order Notice to Lessor, or (ii) to withdraw Department's Change Order Request by so notifying Lessor. In the event Department fails to execute and return Lessor's Change Order Notice to Lessor within ten (10) days after receipt of Lessor's Change Order notice, Department shall be deemed to have withdrawn Department's Change Order request, unless the parties mutually agree otherwise in writing. For the sake of clarity, Lessor shall be entitled to include all costs and expenses of financing the work described in a Department's Change Order Request in the additional cost resulting from the change order.
- (c) If Department elects to authorize Lessor to proceed with the change, Department shall be deemed to have accepted any time delays specified in Lessor's Change Order Notice, and the dates for completing construction of the Building and Parking Lot set forth in this Lease shall be extended by the length of such specified time delay. Department furthermore shall be deemed to have accepted the additional cost or credit specified in Lessor's Change Order Notice.
- (d) On or before the Commencement Date, Lessor shall prepare a final reconciliation of all change orders upon which Department has authorized Lessor to proceed and the net additional cost or credit resulting from such change orders. If such reconciliation shows a net increase in the cost of constructing the Leased Premises, the Department may elect to either: (i) increase the annual base rent specified in Section 3 by an amount equal to the total increase amortized over the term of this Lease using a seven percent (7.00%) amortization rate or (ii) pay to Lessor as a lump-sum the net increase in the cost of constructing the Leased Premises no later than fifteen (15) days after the Commencement Date. If such reconciliation shows a net decrease in the cost of constructing the

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Leased Premises, the Department shall be entitled to corresponding credit against the rent and additional rent payments next coming due.

## 21. **SALE OR TRANSFER OF LEASED PREMISES BY LESSOR:**

- (a) Lessor may sell or transfer title to the Leased Premises and/or the Land; provided, however, that any such sale or transfer of title with respect to the Leased Premises shall be subject to this

Lease. Lessor shall give written notice to Department of any such sale or transfer of title within thirty (30) days following any such sale or transfer of title. Such written notice shall include (i) the date of the sale or transfer of title, and (ii) the name and address of the purchaser or transferee. In the case of a sale or transfer of the Leased Premises, such written notice shall be accompanied by a written assumption by the purchaser or transferee of the obligations on the part of Lessor under this Lease.

- (b) In the event of any sale or transfer of title to the Leased Premises by the original Lessor or by any successor Lessor, so long as each purchaser or transferee has executed a written assumption of the Lessor's obligations under this Lease, the Lessor shall be relieved of liability arising out of any act, occurrence or omission occurring after the date of such sale or transfer of title, and the Department shall look solely to the successor Lessor for the performance of any such obligation. The Lessor, however, shall remain liable for any act, occurrence or omission occurring prior to the date of such sale.

## 22. **MORTGAGES ON LEASED PREMISES:**

- (a) Subject to Lessor and Lessor's mortgagee executing and delivering a subordination, non-disturbance and attornment agreement in the form attached hereto as **Exhibit J** (the "SNDA"), this Lease is and shall be subordinate and subject to any present or future mortgage or mortgages, upon the Leased Premises or any property of which the Leased Premises are a part, irrespective of the time of execution or the time of recording of any such mortgage or mortgages. This clause shall be self-operative, but upon request from Lessor or mortgagee, Department, at its sole cost, shall promptly execute and deliver the SNDA to Lessor. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and all modifications, extensions, renewals and replacements thereof, and advances thereunder.

23. **LAW GOVERNING:** This lease shall be governed by and construed in accordance with the laws of the State of Maine.

24. **SEVERABILITY:** The parties agree that if any provision of this lease is held to be invalid or unenforceable as applied to any person, party or circumstance, that such shall not in any way be construed to affect the validity or enforceability of the remaining provisions, as may be applied in any other circumstance or to any other person or party.

25. **INTERPRETATION:** The parties agree that no claim under this lease, or any defense to a claim, shall be based on the principle that due to any term or provision in the lease being ambiguous it should be construed against the drafter of the lease. The parties hereby acknowledge that they have consulted with counsel, or have had the opportunity to consult with counsel, prior to execution of the lease.

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26. **WAIVER:** Payment of rent or sums due as additional rent hereunder, by the Department, with knowledge of breach by Lessor of the terms and conditions of this Lease shall not be deemed to be a waiver of any obligations of Lessor under the Lease. Acceptance of rent or sums due as additional rent hereunder, by the Lessor, with knowledge of breach by Department of the terms and conditions of this Lease shall not be deemed to be a waiver of any obligations of Department under the Lease. Failure of any party to complain of any act or omission on the part of the other, no matter how long such may continue, shall not be deemed to be a waiver by such party of any of its rights. No waiver, express or implied, by any party at any time shall be deemed a waiver of a breach of any other provision, clause, item, section or subsection of this

Lease or a consent to any subsequent breach of the same or any other provision, clause, item, section or subsection.

27. **BANKRUPTCY AND INSOLVENCY:** If Lessor's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of Lessor, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Lessor shall receive actual notice thereof, or if Lessor shall be adjudicated a bankrupt, or if Lessor shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, Department may terminate this lease by giving notice thereof to Lessor.

28. **CONDITIONS:** Notwithstanding any other conditions in this agreement, it is hereby understood that Department's obligation to pay rent pursuant to Section 3 of this Lease shall become effective and occupancy of the premises will occur only upon the occurrence of the Commencement Date as described in Section 2 of this Lease.

29. **COUNTER PARTS:** This Lease may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument. Executed counterpart signature pages of the Lease may be delivered by facsimile or other electronic transmission and any such signature page shall be deemed an original.

30. **ENVIRONMENTAL/ COMPLIANCE WITH LAW:** Department, at Department's sole cost and expense, shall comply with and shall cause all of Department's employees, representatives, agents and invitees ("Department Personnel") to comply with all applicable laws, ordinances, rules and regulations of governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008 (and the regulations promulgated thereunder) applicable to the use or occupancy of the Leased Premises. The foregoing obligation of Department shall not however permit Department to make, without Lessor's prior written approval, any alterations to the Leased Premises which otherwise would require Lessor's approval under this Lease. Department shall not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Leased Premises, the Building or the Land; provided, however, Department may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Department to conduct normal business operations in the Leased Premises. Department shall indemnify and hold Lessor, its employees and agents, harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Department or Department Personnel in or about the Leased Premises, the Building or the Land at any time.

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"Hazardous Materials" shall mean any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

"Hazardous Materials Laws" shall mean any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises, the Building or

the Land, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation

and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

### 31. **CONDEMNATION:**

(a) If all of the Leased Premises is condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Leased Premises is made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "taking"), this Lease shall automatically terminate as of the date of the vesting of title due to such taking. If a part of the Leased Premises is so taken, this Lease shall automatically terminate as to the portion of the Leased Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Leased Premises constituting thirty percent (30%) or more of the area of the Leased Premises is taken or if by reason of such taking, Department no longer has reasonable access to the Leased Premises, this Lease may be terminated by Lessor or Department, as of the date of the vesting of title as a result of such taking, by written notice to the other party given within ninety (90) days following notice to Lessor of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Lessor shall restore the Building to an architecturally whole unit; provided, however, that Lessor shall not be obligated to expend on such restoration more than the amount of condemnation proceeds received by Lessor.

(b) Lessor shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Department hereby assigns to Lessor any award that may be made in any taking, together with any and all rights of Department now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Department to assign to Lessor any separate award made to Department for its relocation expenses, the taking of personal property and fixtures belonging to Department or the interruption of or damage to Department's business.

(c) In the event of a partial taking that does not result in a termination of this Lease as to the entire Leased Premises, rent shall be equitably adjusted in relation to the portions of the Leased Premises taken or rendered unusable by such taking.

(d) If all or any portion of the Leased Premises is taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that rent shall abate during such limited period in proportion to the portion of the Leased Premises taken by such taking. Lessor shall be entitled to receive the entire award made in connection with any

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such temporary taking; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Department to assign to Lessor any separate award made to Department for its relocation expenses, the taking of personal property and fixtures belonging to Department or the interruption of or damage to Department's business.

32. **TOTALITY OF AGREEMENT:** This Lease (together with the exhibits attached hereto) contains the entire agreement between the parties, and no changes or modifications to the terms hereof shall be valid unless in writing and signed by all parties.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



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In WITNESS, WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

**Bangor Holdings, LLC**

DocuSigned by:

*Tom Ellis*

5/29/2018

By: Thomas G. Ellis  
Its: Manager

Date

**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF REAL ESTATE MANAGEMENT**

DocuSigned by:

*William B. Leet*

5/29/2018

William B. Leet, Director, Leased Space

Date

Approved by:

DocuSigned by:

*Gilbert M. Blodeau*

5/29/2018

Gilbert M. Blodeau, Chief Facilities Officer

Date

5/24/18

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**EXHIBIT A**  
Memorandum of Lease

The following is a Memorandum of Lease pursuant to Title 33 § 201, Maine Revised Statutes.

1. **NAMES OF ALL PARTIES TO LEASE:**

- a. The Lessor is: Bangor Holdings, LLC
- b. The Department is: State of Maine Department of Administrative & Financial Services,  
Bureau of Real Estate Management on behalf of the Department of Health & Human  
Services

2. **DESCRIPTION OF LEASED PREMISES:** The Premises comprising of 9,500 SF of Secure Forensic Rehabilitation Facility Space located at State Hospital Drive in Bangor, Maine.

3. **DATE OF LEASE:**

4. **TERM OF LEASE:** 30 year lease beginning on May 18, 2019 (the "Commencement Date") and ending on the 30<sup>th</sup> anniversary of the Commencement Date.

5. **PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:**

Department has option to renew for two (2) terms of 10 (ten) years each.

6. **PROVISIONS RELATING TO OPTIONS TO PURCHASE:** None

By: \_\_\_\_\_  
(Name of Lessor)

STATE OF MAINE

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed.

Before me, \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

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**EXHIBIT B**  
**Commencement Notice**

**LESSOR:**

**DEPARTMENT:** The State of Maine, acting by and through its Department of Administrative & Financial Services, Bureau of Real Estate Management, on behalf of the Maine Department of Health & Human Services.

**LOCATION:** State Hospital Drive, Bangor, Maine.

**LEASE DATE:** May 18, 2018

The undersigned hereby acknowledge and confirm that:

1. The 30 year(s) term of the Lease shall commence on May 18, 2019 (the "Commencement Date") shall end on the 30<sup>th</sup> anniversary of the Commencement Date, unless renewed in accordance with the terms of the Lease.
2. The City of \_\_\_\_\_ issued an unlimited and unrestricted Certificate of Occupancy on \_\_\_\_\_.
3. An Architect's Certificate of Substantial Completion (AIA Document G704 – 2000) was issued by \_\_\_\_\_ on \_\_\_\_\_.
4. To the extent that previously existing building is proposed for occupancy as part of the Project, an asbestos inspection survey was arranged by the Lessor and the report of such has been received by the Department and found to be acceptable.
5. A Certified Air Balancing Report acceptable to the Department.

**LESSOR**

\_\_\_\_\_  
Thomas G. Ellis  
Bangor Holdings, LLC

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

**DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES**  
**BUREAU OF REAL ESTATE MANAGEMENT**

Approved by: \_\_\_\_\_  
William B. Leet, Director  
Division of Leased Space

Date \_\_\_\_\_

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**EXHIBIT C**

## Covenants of Lessor

## Environmental and Operational Maintenance Requirements

**Section A Environmental Requirements:** The Lessor is to provide and maintain the Leased Premises environment as described below:

(a) Provide heating, ventilation and air conditioning systems constructed in accordance with the BOCA Code (Chapter on Mechanical Equipment and Systems) and ASHRAE air ventilation standards in effect on the date of this Office Lease. Systems shall be capable of providing  $72^{\circ} \pm 2^{\circ}\text{F}$  in heating mode and  $76^{\circ}\text{F} \pm 2^{\circ}\text{F}$  in cooling mode. Temperature controls and zoning of systems air distribution shall be provided such that the maximum variation in temperature in the occupied spaces does not exceed  $4^{\circ}\text{F}$ .

(b) Provide and maintain equipment to meet the minimum positive ventilation rates with outdoor air in accordance with ASHRAE Standards. Under no circumstances shall any type of treated re-circulated air be a substitute for the outdoor air requirements of these tables.

No smoking is permitted within the Leased Premises by any person; if there is a shared HVAC system by the Department and other tenant (s), no smoking is permitted in any part of the premises sharing the HVAC system.

(c) Provide a safe environment relative to the following:

**(i) Air Quality Standards:**

(a) Lessor warrants that the premises occupied by Department's employees comply with statutory requirements for indoor air quality as set forth in **5 M.R.S.A. § 1742 (24)**, as may be amended from time to time, at the time of initial occupancy based upon the employee count, space uses and distribution identified in **Exhibit H** herein.

(b) In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term of this Office Lease, Lessor agrees to undertake corrective action within 30 days of notice of deficiency by the Department or the Maine Bureau of Labor Standards. The notice shall contain documentation of the deficiency, including objective analyses of the indoor air quality.

(c) Lessor and Department agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue (s) not being resolved to the mutual satisfaction of either party within 30 days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Department, the cost of the report and corrective actions shall be borne by the Lessor. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Department from the time of initial occupancy, the cost of the independent consultant shall be borne by the Department.

(d) Failure by the Lessor to correct identified deficiencies in meeting statutory requirements for indoor air quality standards upon completion of the procedures outlined

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is a material violation of the terms of the lease and the Department shall have the right to terminate the lease in accordance with Section 17.

(ii) **Hazardous Materials:**

(a) Lessor warrants that, to the best of its knowledge and belief, the premises are free of present or potential contamination which may impact the health or safety of the occupants; examples might be asbestos, lead or mold.

(b) The Lessor further warrants that all custodial, maintenance or other activities on the premises which are, or will be, conducted in compliance with applicable hazardous materials statutes and regulations including, but not limited to, as set forth in Title 38 M.R.S.A. § 1301 et seq. as may be amended from time to time.

(iii) **Asbestos:**

(a) Lessor shall undertake and provide to the Department the results of an asbestos inspection survey of the Leased Premises to be leased and all common and building support areas, which may affect Department occupants or its clients. The inspection will identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with state law and satisfactory to the Department. The results of the inspection shall be made a part of this Office Lease.

(b) In the event that asbestos containing materials are identified which are in the status of "significantly damaged" or "damaged" (as described in 40 CFR 763) these materials shall be abated in a manner satisfactory to Department, including provision for acceptable air monitoring using Phase Contrast Microscopy.

(c) In the event that asbestos containing materials are identified, but which are not damaged, Lessor shall install an operations and maintenance program satisfactory to Department which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in (iii) (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to Department within 14 days of completion.

(d) Provide an environment that is free of architectural barriers and complies with all Federal and State laws which protect people with disabilities including, but not limited to, the **Americans With Disabilities Act of 1990 (ADA) as may be amended from time to time, and The Maine Human Rights Act, M.R.S.A., Title 5 § 4551 et Seq. (MHRA) as may be amended from time to time.**

(e) Furnish all electrical power distribution, outlets and lighting in compliance with the most current-National Electrical Code standards. Fluorescent lighting fixtures throughout the premises shall be capable of providing illumination levels in accordance with **ANSI/IES Standards for Office Lighting** in effect on the date of this Office Lease. Lighting for exteriors and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of this Office Lease;

(f) Cooperate with the Department to meet the requirements for waste reduction and recycling pursuant to 38 M.R.S.A. Sec. 2137 et seq. as may be amended from time to time. The Lessor shall provide an appropriate area on-site for temporary storage of recyclable materials. The Lessor shall also provide a site for an appropriate container for non-recyclable materials, i.e. pad for dumpster.

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(g) Must adhere to State law that requires that radon testing in homes other than your own be done by persons registered with the Radiation Control Program;

**Section B Operational Maintenance:** The Lessor is to provide the following Operation Maintenance;

- (a) **HVAC Repair:** Operation, maintenance, and repair of the heating, ventilation, and air conditioning equipment and systems in compliance with Air Quality Standards specified in the lease (including air quality) including adjustment or balancing of the system as requested by the Department, replacement of filters quarterly, and cleaning of drip pans as necessary to avoid spore build-up. Operation and maintenance of remote control equipment. Testing of air quality as necessary.
- (b) **Annually test fire alarms in accordance with NFPA-72, National Fire Alarm Code.** Semi-annually test emergency lighting units. Replace all emergency lighting battery packs as recommended by manufacturer.
- (c) **Exterior Building Maintenance:** Maintenance of and repairs to exterior walls, windows, and to interior items caused by leaks in these areas.
- (d) **Roof:** Regular inspection and maintenance of roof, including cleaning of roof drains, gutters, and scuppers on a regular basis. Control of ice build-up on roof. Flashings and other roof accessories should be observed for signs of deterioration. If interior leaks are detected, the cause should be determined and a solution implemented as quickly as possible to prevent damage to interior finishes. All dampened insulation and ceiling tiles must be replaced within three (3) business days. Inspect annually seams, especially at curbs, parapets, and other places prone to leaks; investigate any ponding, etc. All work on the roof conducted so as to maintain roof warranty.
- (e) **Parking Lot Maintenance:** Maintenance of and repairs to walks and parking lot.
- (f) **Exterior Lighting Maintenance:** Maintenance of and repairs to exterior lighting fixtures and bulbs, including same day maintenance and repairs when possible.

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**EXHIBIT D****Legal Description of the Land****Legal Description**

State of Maine  
State Street/Hogan Road

February 13, 2018  
2018006

A certain lot or parcel of land situated on the easterly side of State Hospital Drive in the city of Bangor, county of Penobscot and State of Maine, bounded and described as follows, to wit:

Commencing at a point marked by a 5/8" iron rebar topped with survey cap #1314 found in the southerly line of State Hospital Drive being the northeast corner of land conveyed to Maine Veterans' Homes by deed from the State of Maine dated January 25, 1993 recorded in the Penobscot County Registry of Deeds in Book 5316 Page 195;

Thence, southwesterly on a course of S 46°-55'-32" W through land of said Maine Veterans' Homes and through land of the State of Maine as conveyed to them by deed from George W. Pratt dated December 13, 1889 recorded in the Penobscot County Registry of Deeds in Book 601 Page 24 and by deed from Clara W. Gilson, et als dated December 12, 1889 recorded in the Penobscot County Registry of Deeds in Book 601 Page 26 a distance of one thousand one hundred sixty-nine and seventy-one hundredths (1,169.71) feet to a point marked by a 3/4" capped iron rebar set easterly of State Hospital Drive being the northwest corner and the true point of beginning of the parcel described herein;

Thence, northeasterly on a course of N 54°-39'-05" E through land of the State of Maine a distance of one hundred sixty and zero hundredths (160.00) feet to a point marked by a 3/4" capped iron rebar set;

Thence, southeasterly on a course of S 35°-20'-55" E through land of the State of Maine a distance of seventy-three and one hundredths (73.01) feet to a point marked by a 3/4" capped iron rebar set;

Thence, easterly on a course of N 80°-39'-01" E through land of the State of Maine a distance of one hundred sixty-four and ninety-hundredths (164.90) feet to a point marked by a 3/4" capped iron rebar set;

Thence, southerly on a course of S 18°-13'-36" E through land of the State of Maine a distance of ninety-three and forty-seven hundredths (93.47) feet to an unmonumented point in the westerly line of an easement to be granted with this parcel;

Thence, southerly on a course of S 11°-52'-48" E through land of the State of Maine and along the westerly line of said easement a distance of seventy-eight and forty-three hundredths (78.43) feet to an unmonumented point;

Thence, southerly on a course of S 20°-49'-57" E along the westerly line of said easement a distance of one hundred twenty-nine and thirteen hundredths (129.13) feet to the beginning of a curve;

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Thence, in a generally southerly direction along the westerly line of said easement on a curve to the right having a radius of one hundred twenty-one and five hundredths (121.05) feet, an arc length of one hundred forty-three and fifty hundredths (143.50) feet and a chord bearing and distance of S 12°-25'-29" W and one hundred thirty-five and twenty-four hundredths (135.24) feet to an unmonumented point;

Thence, westerly on a course of S 64°-03'-19" W along the northerly line of said easement a distance of thirty-five and seventy-seven hundredths (35.77) feet to an unmonumented point;

Thence, westerly on a course of S 78°-21'-28" W along the northerly line of said easement a distance of forty-two and twenty-six hundredths (42.26) feet to an unmonumented point;

Thence westerly on a course of N 76°-49'-09" W along the northerly line of said easement a distance of thirty-five and sixty-four hundredths (35.64) feet to an unmonumented point;

Thence, northwesterly on a course of N 54°-39'-01" W along the northeasterly line of said easement a distance of fifty-one and twenty-nine hundredths (51.29) feet to an unmonumented point;

Thence, northwesterly on a course of N 37°-28'-24" W along the northeasterly line of said easement a distance of ninety-nine and forty-nine hundredths (99.49) feet to an unmonumented point;

Thence, northwesterly on a course of N 35°-07'-24" W along the northeasterly line of said easement a distance of three hundred twenty-five and eleven hundredths (325.11) feet to the point and place of beginning. Containing 2.694 acres of land more or less.

Together with an easement, in common with others, for all purposes of a right of way including, without limitation, ingress and egress by foot or vehicle and the installation and maintenance of utility services (as defined in 33 M.R.S. §458(2)(B)) over the portion of the land of the State of Maine shown with dimensions L1-L52 and C1-C12 on a plat entitled "Boundary Survey for the Division of Land by the State of Maine", dated February 8, 2018, prepared by Sackett & Brake Survey, Inc., project #2018006, to be recorded in the Penobscot County Registry of Deeds (the "Plan").

Bearings are referenced to Maine State Plan Coordinate System East Zone NAD83

All monumentation noted as ¾" capped iron rebar set are topped with a red plastic cap inscribed K.A. Sargent PLS 2450.



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## **EXHIBIT H**

### **ASHRAE Ventilation Requirements**

#### **MOST CURRENT STANDARD**

<https://www.ashrae.org/>

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**EXHIBIT I****STATE OF MAINE**  
**Leased Building Energy Efficiency Requirements**

Requirements contained herein are drawn primarily from documents published by recognized and established standards organizations, including: the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), The International Code Council (ICC), and the Federal Energy Management Program (FEMP).

**1. COMPLIANCE REQUIREMENTS**

**1.1** A building or complex of buildings complies with this standard if the requirements of 1.1.2 and 1.1.3 have been met and recorded on Form A.

**1.2** A person or persons determining compliance shall state in writing that the operating and maintenance requirements of Section 2 have been met.

**1.3** A person or persons determining compliance shall state in writing that the building and equipment modification requirements of Sections 3, 4 and 5 have been met.

**Exception:** No individual requirement need be met that would compromise the historical integrity of a building or part of a building designated by a governmental body in a manner indicating the value of long-term preservation in its existing state (such as historical monuments, buildings, etc.).

**2. OPERATION AND MAINTENANCE**

**This section establishes requirements for the operation and maintenance of existing buildings.**

**2.1 INFORMATION AND FEEDBACK**

**2.1.1** The person who controls the energy used by a building shall maintain easily accessible records of the energy used by that building for at least the past two years or since occupancy, if the building is less than two years old.

**2.1.2** All equipment shall be maintained according to its manufacturer's instructions.

**2.1.3** A log of events shall be kept and maintained that includes such items as: replacement of equipment, major repairs, damage by wind or flood or fire, and building modifications.

**2.1.4** The fluid content and direction of flow shall be clearly marked on all visible pumps and pipes.

**2.2 BUILDING ENVELOPE**

**2.2.1 Exterior Joints:** Exterior joints around windows and door frames, between wall and foundation, between wall and roof, between wall panels, at penetrations of utility services through walls, floors and roofs, and all other openings in the building envelopes shall be caulked, gasketed, weather-stripped, or

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otherwise sealed. Obsolete dumbwaiter shafts, chimneys, and other air chases shall be capped and caulked or otherwise sealed.

## 2.3 HEATING, VENTILATING, AND AIR-CONDITIONING SYSTEMS

**2.3.1 Temperature Setbacks.** When the building is not occupied during heating season, the interior temperature is to be setback to not greater than 60 deg. F.

**Exception:** A building is exempted from such setback of temperature if the capacity of the heating system is not sufficient to cause recovery to comfortable temperatures in time for occupancy. In such cases, a minimum setback is to be determined by observation.

**2.3.2 Air Conditioning Shutdown.** When the building is not occupied during cooling season, any central air conditioning systems or individual window units are to be shut down.

### 2.3.3 Ventilation Systems

**2.3.3.1 Ventilation System Operation.** When the building is not occupied, outdoor air supply and interior exhaust fans are to be shut down or reduced to a minimum acceptable rate.

**Exceptions:**

1. Systems serving areas designed for continuous operation
2. Where restricted by health and life safety codes.

**2.3.3.2 Ventilation System Maintenance.** Ventilation system components shall be maintained in accordance with the systems Operation and Maintenance Manual or as summarized in Table 2.3.3.

**Table 2.3.3**  
**Minimum Ventilation System Maintenance Activity**

Item	Activity	Min. Frequency*
Filters and air cleaning devices	A	According to O&M Manual
Outdoor air dampers and actuators	B	Every three months or in accordance with O&M Manual
Humidifiers	C	Every three months of use or in accordance with O&M Manual
Dehumidification coils	D	Regularly when dehumidification occurs, but no less than once per year or as specified in O&M Manual
Drain pans and other adjacent surfaces subject to wetting	D	Once per year during cooling season or as specified in O&M Manual

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Outdoor air intake louvers, bird screens, mist eliminators, and adjacent areas	E	Every six months or as specified in O&M Manual
Sensors used for dynamic minimum outdoor air control	F	Every six months or periodically in accordance with O&M Manual
Air-handling systems except for units under 2000 cfm	G	Once every five years
Cooling towers	H	In accordance with O&M Manual or treatment system provider
Floor drains located in plenums or rooms that serve as air plenums	I	Periodically according to O&M Manual
Equipment/component accessibility	J	
Visible microbial contamination	K	
Water intrusion or accumulation	K	

**ACTIVITY CODE:**

- A Maintain according to O&M Manual.
- B Visually inspect or remotely monitor for proper function.
- C Clean and maintain to limit fouling and microbial growth.
- D Visually inspect for cleanliness and microbial growth and clean when fouling observed.
- E Visually inspect for cleanliness and integrity and clean when necessary
- F Verify accuracy and recalibrate or replace as necessary.
- G Measure minimum quantity of outdoor air. If flow rates are less than 90% of minimum required rates of ventilation air, the system shall be adjusted or modified to bring them above 90%.
- H Treat to limit the growth of microbiological contaminants.
- I Maintain to prevent transport of contaminants from the floor drain to the plenum.
- J Keep clear the space provided for routine maintenance and inspection.
- K Investigate and rectify.

\* Minimum frequencies may be increased or decreased if indicated in the O&M Manual.

**2.4 SERVICE HOT WATER SYSTEMS.**

**2.4.1** Service (domestic) hot water shall not be hotter than 120 deg. F. measured at the closest tap to the water heater.

**Exception:** Systems dedicated to heating water for sterilization purposes or systems utilizing a water heater to meet domestic hot water and space-heating loads are exempted.

**2.4.2 Circulating Hot Water Systems:** Circulating hot water systems shall be arranged so that the circulating pump(s) will be turned off (automatically or manually) when the hot water system is not in use, (i.e. nights, weekends, etc.).

**2.5 LIGHTING****2.5.1 Lighting Operation.**

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**2.5.1.1 Bi-Level Switching:** The installed control devices shall allow the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 50% (or at least 40% for HID luminaries).

**2.5.1.2 Separate Switching at Daylit Areas:** Daylit areas of the building must be separately controlled from non-daylit areas of the building using separate switching, regardless of whether automatic daylight controls are installed. If automatic daylight controls are not installed in these areas, the switching in daylit areas must be capable of reducing lighting levels by 50% and 100% so that occupants may respond to changing daylight levels. Daylit areas are generally considered to be those within 1.5 times the ceiling height of the building perimeter, and those areas within .75 times the ceiling height distance beyond the edge of skylight wells.

**2.5.1.2 Automatic Controls:** Automatic lighting controls must be installed throughout the building to reduce lighting energy use. Automatic controls may include occupancy sensors, automatic daylight controls or time clock controls, as described below. (Occupancy sensors must be installed in the specific areas identified in the section below.) Controls must be installed in all areas of the building except those listed at the end of this section. In addition to the control strategies below, all building areas must also meet the automatic control requirements listed in ASHRAE 90.1-2004 Section 9.4.1

**2.5.1.2.a Occupancy Sensors:** Occupancy sensors must be installed in all classrooms, conference/meeting rooms, employee lunch and break rooms, private offices, restrooms, storage rooms and janitorial closets, and other spaces 300 sf. or less enclosed by ceiling height partitions. These automatic control devices shall be installed to automatically turn off lights within 15 minutes of all occupants leaving the space, except spaces with multi-scene control.

Additional space types may be appropriate for these controls and should be evaluated on a case-by-case basis. Open office areas can be served by ceiling mounted occupancy sensors in many cases. Areas where automatic daylight controls are installed are not required to have occupancy sensors in addition to the daylight controls, although integrated or dual controls may be implemented for additional savings.

**2.5.1.2.b Automatic Daylight Controls:** Where automatic daylight controls are installed they should meet the following criteria:

- Control the lights in the daylit areas separately from the non daylit areas.
- Automatically reduce electrical lighting power in response to available daylight in a daylit area by either:
  - Continuous dimming using a combination of dimming ballasts and daylight-sensing automatic controls that are capable of automatically reducing the power of general lighting in the daylit zone continuously to less than 35% of rated power at maximum light output.
  - Stepped dimming using a combination of multi-level switching and daylight-sensing controls that are capable of reducing the lighting power automatically. The system should provide at least two control channels per zone and be installed in a manner such that at least one control step shall reduce power of general lighting in the daylit zone by 30 to 50% of rated power and another control step shall reduce lighting power by 65 to 100%. This control shall be capable of automatically reducing the general lighting in the daylit area in multiple steps in response to available daylight while maintaining a reasonably uniform and appropriate level of illuminance. Stepped dimming is not appropriate in continuously occupied areas with ceiling heights below 14 feet.
- Each daylight control zone shall not exceed 2500 square feet.

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- The controls for calibration adjustments to the lighting control device shall be readily accessible to authorized personnel.

**2.5.1.2.c Time Clock Controls:** Automatic control may be accomplished by scheduled time clock controls for areas not requiring occupancy sensors, including occupied open areas such as open office and retail sales floor where partitions and obstructions may impact the effectiveness of occupancy sensors. These areas should include clearly marked outside switches which bypass the time clock for increments of no longer than four hours. These areas should be evaluated on a case-by-case basis to determine if occupancy sensors can be utilized before a time clock system is selected to control these areas.

#### **Exceptions to Automatic Control Requirements:**

- Lighting required by a health or life safety statute, ordinance, or regulation, including but not limited to emergency lighting.
- Lighting for theatrical purposes, including performances, stage, film production and video production.
- Lighting intended for 24 hour operation.
- Emergency lighting.
- Corridors enclosed with floor to ceiling height partitions shall have no more than 50% of the luminaries on an automatic shutoff control device.
- Public lobbies.
- Health care patient rooms.
- Lighting for industrial production.

### **2.5.2 Lamp Maintenance/Replacement**

**2.5.2.1** Continuously burning incandescent lamps of 100 watts or less shall be replaced with compact fluorescent lamps to provide equal light output as long as such lamps have size and weight compatible with the fixture.

**2.5.2.2** Mercury vapor lamps shall be replaced with metal halide or high-pressure sodium lamps of equal or greater light output, but fewer watts.

**2.5.2.3** PAR incandescent flood lamps or spot lamps shall be replaced with lower wattage fluorescent flood lamps or by tungsten halogen spot lamps.

**2.5.2.4** When the deterioration of lenses, diffusers, and shielding mechanisms reduces original light output by 20% or more, they shall be cleaned to a condition where output is at least 95% of the original or be replaced.

### **2.6 Chilled Drinking Water**

Electric water coolers shall not produce water cooler than 55 deg. F. Compressor operation shall be restricted when there is no need for chilled water.

## **3. BUILDING AND EQUIPMENT MODIFICATIONS**

This section establishes requirements for building and equipment modifications in existing buildings only.

**When any major component or system of the building is modified or replaced, or the building itself is significantly altered, that component, system, or altered building section shall conform to the**

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**requirements of this section.** Additions to existing buildings, and all new construction must comply with the building construction practices and equipment schedules provided in the Efficiency Maine Commercial New Construction Program's "Core Performance Guide".

### 3.1 BUILDING ENVELOPE

This section establishes requirements for building envelope systems.

#### 3.1.1 Envelope Insulation Criteria

**3.1.1.1 Walls, above grade:** Above-grade wood -framed cavity walls shall be insulated to an R-value of not less than R-19. Steel-framed buildings shall be insulated to not less than R-13 + R-5 ci (continuous insulation). Mass walled (concrete, concrete block, etc.) shall be insulated to not less than 11.5 ci if insulation is exterior and not less than R-19 if insulation is interior.

**3.1.1.2 Roofs:** For above deck insulation, not less than R-30 ci, otherwise not less than R-30+R-6 ci for metal buildings and R-38 for wood truss and other attic spaces.

**3.1.1.3 Floors Over Unheated Spaces:** Insulation of not less than R-30. This R-value may include carpet, carpet padding and other flooring material. Mass floors shall be insulated to not less than 10 ci.

**3.1.1.4 Floors Over Semi-heated Spaces:** Insulation of not less than R-13. This R-value may include carpet, carpet padding and other flooring material.

**3.1.2 Windows:** Windows shall be at minimum, double-glazed, low-e, with a full assembly(i.e. not just glass by itself or each pane of glass) R-value of not less than R-2.38 (U-0.42). Skylights shall have U factors no greater than U-.45.

**3.1.3 Doors:** Replacement manufactured doors shall be certified and labeled indicating that they meet the appropriate ANSI (American National Standards Institute) air infiltration requirements. Exterior swinging doors shall have insulation values no greater than U-.37.

### 3.2 PIPING INSULATION

**3.2.1 Piping Insulation.** All piping serving as part of a heating or cooling system shall be thermally insulated in accordance with Table 3.4.1.

**Exceptions:**

- (a) Factory-installed piping within HVAC equipment
- (b) Piping that conveys fluids that have a design temperature between 55 deg. F. and 105 deg. F.
- (c) Where it can be shown that the heat gain or loss to or from piping without insulation will not increase building energy costs.

**Table 3.2.1**  
**Minimum Pipe Insulation**  
(thickness in inches)

FLUID	NOMINAL PIPE DIAMETER	
	[ 1.5"	> 1.5"
Steam	1.5	3.0
Hot Water	1.0	2.0
Chilled water, brine, or refrigerant	1.0	1.5

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### 3.3 DUCT AND PLENUM INSULATION AND SEALING

**3.3.1 Air-Handling (Duct) System Insulation.** All air-handling ducts and plenums installed as part of an HVAC air distribution system shall be thermally insulated with a minimum of R-5 insulation when located inside of the building envelope or in unconditioned spaces. When located outside the building envelope, the minimum insulation shall be R-8. When located within the building envelope, the duct or plenum must be separated from the building exterior by a minimum of R-8 insulation.

**Exceptions:**

- (a) Factory-installed plenums, casings or ductwork furnished as part of HVAC equipment.
- (b) Where it can be shown that the heat gain or loss to or from ductwork without insulation will not increase building energy costs.

**3.3.2 Duct Sealing.** All joints, longitudinal and transverse seams, and connections in ductwork shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), or other recognized methods for sealing ductwork. **Duct tape** is not permitted as a sealant on any metal duct.

### 3.4 SERVICE WATER SYSTEMS.

**3.4.1 Faucets.** Faucets other than lavatory fixtures shall provide a flow rate of no greater than 2.0 gpm.

#### 3.4.2 Lavatory Fixtures

**3.4.2.1** Lavatory sinks shall be equipped with flow control devices that limit the flow of hot water to 0.6 gallons per minute.

**3.4.3.2** Showers shall be equipped with showerheads that limit total flow to a maximum of 2.5 gallons per minute.

**3.4.3.3** Toilets shall operate with no more than 2 gallons per flush.

**3.4.3.4** Urinals shall operate with no more than 1 gallon per flush.

**3.5 LIGHTING SYSTEMS.** When lighting systems are replaced, unless otherwise specified below, the replacement lighting control systems shall conform to specifications described in subsection 2.5.1 above.

**3.5.1 Additional Controls.** Special lighting applications such as task lighting, accent lighting, case lighting, etc. must be controlled separately from general space lighting.

**3.5.2 Exterior Lighting Controls.** Automatic switching or photocell controls shall be provided for all exterior lighting not intended for 24-hour operation. Time switches shall have 7-day and seasonal schedule adjustment capabilities.

**3.5.4 Interior Lighting Power Density.** Lighting power density ( $\text{W}/\text{ft}^2$ ) may be calculated by either of the two methods described in 3.5.4.1 or 3.5.4.2.

**3.5.4.1 Space-by-Space Lighting Power Density Option.** Lighting power density ( $\text{W}/\text{ft}^2$ ) for listed activity areas shall not be greater than that listed in Table 3.5.4.



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**Table 3.5.4**  
**Lighting Power Allowance**  
**Space-by-space method**

Area/Activity	W/ft <sup>2</sup>
Office Enclosed	1.0
Office Open	1.0
Conference	1.1
Classroom/Training	1.3
Lobby	1.1
Corridor	0.5
Restroom	.80
Active Storage	.5
Inactive Storage	0.5

**3.5.4.2 Total Building Area Lighting Power Density Option.** Lighting power density (W/ft<sup>2</sup>) for the entire building shall not exceed .9 W/ft<sup>2</sup> (office buildings only).

### 3.5.5 Fluorescent Lamps and Ballasts

**3.5.5.1** LED high performance, with matching electronic ballasts shall be the primary choice for general office space lighting.

**Exception:** Dimming circuits with specific design criteria.

**3.5.5.2 Ballast Sharing.** One-lamp or three-lamp fluorescent luminaires, recess-mounted within 10 ft. center-to-center of each other or pendant or surface mounted within 1 ft. of each other, and within the same room, shall be tandem wired to eliminate unnecessary use of single-lamp ballasts.

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**3.5.5.3 Ballast Efficacy Factor:** Fluorescent lamp ballasts shall meet or exceed the minimum ballast efficacy factor (BEF) as listed with the Consortium for Energy Efficiency (CEE) specifications at <http://www.cee1.org/com/com-lt/lamps-ballasts.xls>

**Exceptions:**

(a) Not specifically designed for starting at temperatures below 40 deg. F.

(b) Not specifically designed for use with dimming controls.  
of lamps.

Performance Characteristics for Ballasts <sup>3</sup>				
<b>Ballast Efficacy Factor (BEF)</b>  BEF = [BF x 100] / Ballast Input Watts  <b>Based on:</b> (1) Type of ballast (2) No. of lamps driven by ballast (3) Ballast Factor	Instant-Start Ballast (BEF)			
	Lamps	Low BF ≤ 0.85	Norm 0.85 < BF ≤ 1.0	High BF ≥ 1.01
	1	≥ 3.08	≥ 3.11	n/a
	2	≥ 1.60	≥ 1.58	≥ 1.55
	3	≥ 1.04	≥ 1.05	≥ 1.04
	4	≥ 0.79	≥ 0.80	≥ 0.77
	Programmed Rapid-Start Ballast (BEF)			
	1	≥ 2.84	≥ 2.84	n/a
	2	≥ 1.48	≥ 1.47	≥ 1.51
	3	≥ 0.97	≥ 1.00	≥ 1.00
	4	≥ 0.76	≥ 0.75	≥ 0.75
Ballast Frequency	20 to 33 kHz or ≥ 40 kHz			
Power Factor	≥ 0.90			
Total Harmonic Distortion	≤ 20%			

**3.5.5.4 Ballast Power Factor.** All ballasts shall have a power factor of 90% or greater.

**Exceptions:**

(a) Ballasts for circline and compact fluorescent lamps and low-wattage high-intensity discharge lamps of 100W or less.

(b) Dimming ballasts.

**3.5.6 Exit Signs.** Illuminated exit signs shall be low energy consumption units, lit either by LED lamps or by electroluminescent (LEC) technology. Photoluminescent Exit signs shall not be permitted.

**3.6 ELECTRIC MOTORS.** When electric motors rated at 1 hp and above are replaced, the replacement motor shall meet the following standards.

**3.6.1 Efficiency rating.** Replacement motors must be rated as meeting the efficiency standards designated as NEMA Premium™ or CEE Premium Efficiency motors.

**3.5.2 Motor sizing.** Motor horsepower should not exceed 125% of the calculated maximum load being served. If a standard motor size is not available within the range, the next largest standard motor size may be used.

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## 4. HEATING, VENTILATION, AND AIR-CONDITIONING EQUIPMENT AND EQUIPMENT MODIFICATION REQUIREMENTS

**4.1 GENERAL.** HVAC equipment shall be supplied with the information necessary to determine compliance with this standard. Equipment ratings certified under a nationally recognized certification program or procedure, or data furnished by the equipment manufacturer shall be acceptable to satisfy these requirements.

### 4.2 PERFORMANCE STANDARDS FOR HVAC EQUIPMENT

**4.2.1 Gas- and Oil-Fired Boilers.** Minimum performance is to comply with Table 4.2.1.

**Table 4.2.1 Gas- and Oil-Fired Boilers- Minimum Efficiency Requirements**

Equipment Type	Size (Input)	Rating Condition	Minimum Efficiency	Reference Standard
Gas-Fired	<300,000 Btu/h	Seasonal Rating	90% Thermal Efficiency	DOE 10 CFR Part 430
	μ300,000 Btu/h	Max. and Min. Rated Capacity	80% Thermal Efficiency	H.I. Htg. Boiler Std. 86
Oil-Fired	<300,000 Btu/h	Seasonal Rating	90% Thermal Efficiency	DOE 10 CFR Part 430
	μ300,000 Btu/h	Max. and Min. Rated Capacity	83% Thermal Efficiency	H.I. Htg. Boiler Std. 86
Oil-Fired (Residual)	μ300,000 Btu/h	Max. and Min. Rated Capacity	83% Thermal Efficiency	H.I. Htg. Boiler Std. 86

**4.2.2 Warm Air Furnaces and Combination Warm Air Furnace/Air-Conditioning Units.** Minimum performance is to comply with Table 4.2.2.

**. Table 4.2.2 Warm Air Furnaces and Combination WA/AC Units Minimum Performance Requirements**

Equipment Type	Size (Input)	Rating Condition	Minimum Performance	Reference Standard
Gas-Fired & Oil-Fired	<225,000 Btu/hr	Seasonal Rating	78% AFUE	DOE 10 CFR Part 430
Gas-Fired	μ225,000 Btu/hr	Max. Rated Capacity	80% Thermal Efficiency	ANSI Z21.47.90
		Min. Rated Capacity	78% Thermal Efficiency	
Oil-Fired	μ225,000 Btu/hr	Max. and Min. Rated Capacity	81% Thermal Efficiency	U.L. 727-86

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**4.2.3 Unit Heaters.** Minimum performance is to comply with Table 4.2.3.**Table 4.2.3 Unit Heaters Minimum Performance Requirements**

Equipment Type	Rating Condition	Minimum Performance	Reference Standard
Gas-Fired	Max. Rated Capacity	78% % Thermal Efficiency	ANSI Z83.8-90
	Min. Rated Capacity	74% % Thermal Efficiency	
Oil-Fired	Max. and Min. Rated Capacity	81% Thermal Efficiency	U.L. 731-88

**4.2.4 Water-Source and Groundwater-Source Heat Pumps.** Minimum performance standards for electrically operated heat pumps of either type, <135,000 Btu/hr Cooling Capacity is to comply with Table 4.2.4.**Table 4.2.4 Water-Source and Groundwater-Source Heat Pumps Minimum Performance Requirements**

Equipment Type	Rating Condition	Minimum Performance	Reference Standard
Groundwater Source	High Temperature Rating 70 deg. F.	3.4 COP	ARI 325-85
	Low Temperature Rating 50 deg. F.	3.0 COP	
Water-Source	70 deg. F. entering water	4.6 COP	ARI 320-86 CTI 201-(86)

**4.2.5 Air Source Heat Pumps.** Minimum performance is to comply with Table 4.2.5.**Table 4.2.5 Air Source Heat Pumps (3-phase) Minimum Performance Requirements**

Product Type and Size	Category	Minimum	Reference Standard
< 65 MBtu/h	Split System	14.0 SEER 12.0 SEER	ARI 210/240
	Single Package	14.0 SEER	
65 - 135 MBtu/h	Split System or Single Package	11.5 EER or 11.9 IPLV	
> 135 - 240 MBtu/h	Split System or Single Package	11.5 EER or 11.9 IPLV	ARI 340/360

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**4.2.6 Unitary Air Conditioners.** Minimum performance of air-cooled Unitary Air Conditioners is to comply with Table 4.2.6.

**Table 4.2.6 Unitary Air-Cooled Air Conditioners Minimum Performance Requirements (3-phase)**

Product Type and Size	Category	Minimum	Reference Standard
< 65 MBtu/h	Split System or Single Package	14.0 SEER 11.6 EER	ARI 210/240
65 - 135 MBtu/h	Split System or Single Package	11.5 EER	
> 135 - 240 MBtu/h	Split System or Single Package	10.5 EER	ARI 340/360

**4.2.7 Room Air Conditioners.** Window air conditioning units shall meet or exceed the minimum Energy Efficiency Ratio (EER) as shown in Table 4.2.7.

**Table 4.2.7  
Room Air Conditioning Efficiency Standards**

Product Type and Cooling Capacity <sup>[1]</sup>	Recommended EER <sup>[2]</sup>	Best Available EER
with louvers <sup>[3]</sup> ; <20,000 Btu/hr	10.7 or more	11.7
with louvers; ≥20,000 Btu/hr	9.4 or more	10.0

1. Cooling Capacity is the amount of cooling that can be provided by the unit (in Btu/hr) at standard rating conditions.

2. EER, or Energy Efficiency Ratio is equal to the measured cooling capacity of the unit (in Btu/hr) divided by its electrical input (in watts) at standard rating conditions. EER is based on DOE test procedure; see 10 CFR 430, Sub-part B, Appendix F.

3. Louvered sides improve the energy performance of window-installed A.C. units by enhancing airflow over the outdoor coil. Units intended for through-the-wall installation require a smooth-sided cabinet (no louvers). Since there is very little range in the efficiencies of unlouvered products for sale, only louvered products are covered in this standard.

**4.3 SIMULTANEOUS HEATING AND COOLING SYSTEMS.** Systems that employ simultaneous heating and cooling to the same zone to achieve comfort conditions shall not be replaced with similar systems. (See also Section 4.4.2 Zone Controls.)

## **4.4 CONTROLS FOR HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEMS**

### **4.4.1 Temperature Controls**

**4.4.1.1 Temperature Controls, single zone systems.** Each heating and cooling system shall have at least one solid-state programmable thermostat that has the capability for setback or shutdown based on the day of the week and time of day.

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**4.4.1.2 Temperature Controls, complex zone systems.** Each heating and cooling zone shall be controlled by individual thermostatic controls capable of responding to temperature within the zone.

**4.4.1.2.1 Off-hour controls.** Each zone shall be provided with thermostatic setback controls that are controlled by either an automatic time clock or programmable control system.

**4.4.1.2.2 Setback controls.** Thermostatic setback controls shall have the capability to set back or temporarily operate the system to maintain zone temperatures down to 55 deg. F. or up to 85 deg. F.

**4.4.1.2.3 Dual system controls.** Where used to control both heating and cooling, zone thermostatic controls shall be capable of providing a temperature range or deadband of at least 5 deg. F.

**Exception:** Thermostats that require manual changeover between heating and cooling modes.

**4.4.2 Zone Controls.** *Zone* thermostatic controls shall be capable of operating in sequence the supply of heating and cooling energy to the *zone*. Such controls shall prevent (1) *reheating*, (2) *recooling*, (3) mixing or simultaneously supplying air that has been previously mechanically heated and air that has been previously cooled, either by mechanical cooling or by economizer systems and (4) other simultaneous operation of heating and cooling systems to the same zone.

**Exceptions:**

(a) Zones for which the volume of air that is reheated, recooled, or mixed is no greater than the volume of outside air required to meet the ventilation requirements of ASHRAE Standard 62.

(b) Zones where special pressurization relationships, cross-contamination requirements, or code-required minimum circulation rates exist.

(c) Zones where at least 75% of the energy for reheating or for providing warm air in mixing systems is provided from a site-recovered source (including condenser heat) or site solar energy source.

## **4.5 VENTILATION SYSTEMS CONTROL**

**4.5.1 Shutoff Damper Controls.** Both outdoor air supply and exhaust ducts shall be provided with automatic means to reduce and shut off airflow when the systems or spaces served are not in use. Large meeting or conference rooms or other areas with fluctuating occupancy levels shall employ demand control ventilation systems.

**Exceptions:**

1. Systems that are designed for continuous operation.
2. Individual supply systems with a design airflow rate of 3,000 cfm or less.
3. Where restricted by health and life safety codes.

**4.6 ENERGY RECOVERY.** Energy recovery is required for systems supplying greater than 5,000 cfm and 70% outside air.

**4.6.1** Possible heat recovery devices include, but are not limited to: Enthalpy wheels, Heat wheels, Energy Wheels, Desiccant wheels and Membrane, fixed-plate heat exchangers.

## **4.7 HVAC COMPLETION REQUIREMENTS**

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### 4.7.1 System Balancing

**4.7.1.1 General.** Construction documents shall require that all HVAC systems be balanced in accordance with generally accepted engineering standards.

Construction documents shall require that a written balance report be provided to the owner and lessee for HVAC systems serving *zones* with a total conditioned area exceeding 3000 ft<sup>2</sup>. Balance reports shall be provided by individuals or firms certified by one of the nationally recognized system balancing organizations such as: The National Environmental Balancing Bureau (NEBB); The Testing, Adjusting and Balancing Bureau (TABB); or The Associated Air Balance Council (AABC).

**4.7.1.2 Air System Balancing.** Air systems shall be balanced in a manner to first minimize throttling losses. Then, for fans with fan system power greater than 1 hp, fan speed shall be adjusted to meet design flow conditions.

**4.7.1.3 Hydronic System Balancing.** Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses; then the pump impeller shall be trimmed or pump speed shall be adjusted to meet design flow conditions.

**Exceptions:** Impellers need not be trimmed nor pump speed adjusted:

(a) For pumps with pump motors of 10 hp or less.

(b) When throttling results in no greater than 5% of the nameplate horsepower draw, or 3 hp, (whichever is greater), above that required if the impeller was trimmed.

**4.7.2 System Commissioning.** HVAC control systems shall be tested to ensure that control elements are calibrated, adjusted, and in proper working condition. For projects larger than 50,000 ft<sup>2</sup> conditioned area, except warehouses and semiheated spaces, detailed instructions for commissioning HVAC systems shall be provided by the designer of said system(s).

## 5. SERVICE WATER-HEATING EQUIPMENT AND EQUIPMENT MODIFICATION REQUIREMENTS

**5.1 GENERAL.** Service water-heating equipment shall be supplied with the information necessary to determine compliance with this standard. Equipment ratings certified under a nationally recognized certification program or procedure, or data furnished by the equipment manufacturer shall be acceptable to satisfy these requirements.

**5.2 EQUIPMENT EFFICIENCY.** All water heaters and hot water storage tanks shall meet the criteria of Table 5.2.

**Exception:** Storage water heaters and hot water storage tanks of more than 140 gallons storage capacity need not meet the standby heat loss requirements of Table 5.2 if the tank surface is thermally insulated to R-12.5 and if a standing pilot light is not used.

**Table 5.2 Water-Heating Equipment Minimum Performance Requirements**

Category	Type	Fuel	Input Rating	Volume	Energy Factor	Standby Loss	Test Method
NAECA	all	electric	[12 kW	all	μ0.93	–	DOE Test

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Covered Water-heating Equipment	storage	gas	[75,000 Btu/hr		$\mu$ 0.62	–	Proc. 10 CFR, Part 43043
	instantaneous	gas	[200,000 Btu/hr		$\mu$ 0.62	–	
	storage	oil	[105,000 Btu/hr		$\mu$ 0.59	–	
	instantaneous	oil	[210,000 Btu/hr		$\mu$ 0.59	–	
Unfired storage tanks	–	–	–	all	–	[6.5Btuh/ft <sup>2</sup>	–
Energy Factor measures the efficiency of the water heater by comparing the energy supplied in heated water to the total daily consumption of the water heater.							

## 5.3 WATER HEATING CONTROLS.

**5.3.1 Special Temperature Requirements.** Where temperatures higher than 120 deg. F. are required at certain outlets for a particular use, separate remote heaters or booster heaters shall be installed for those outlets.

**Exception:** Where it can be shown that energy cost is not reduced by the application of this requirement or that the total installed cost of the equipment, maintenance, and energy used over the life of the equipment is not reduced.

**5.3.2 Circulation Hot Water Systems and Heated Pipes.** These systems shall be equipped with automatic time switches or other controls that can be set to turn off the system when use of hot water is not required.

## 5.4 ADDITIONAL EQUIPMENT EFFICIENCY MEASURES.

**5.4.1 Electric Water Heaters.** An economic evaluation shall be made on the potential benefit of using an electric heat pump water heater(s) instead of an electric resistance water heater(s). The analysis shall compare the extra installed costs of the heat pump unit with the benefits in reduced energy costs (less maintenance costs) over the estimated service life of the heat pump water heater.

**Exception:** Electric resistance water heaters used in conjunction with site-recovered or site-solar energy sources that provide 50% or more of the water-heating load.

**5.4.2 Gas-Fired Water Heaters.** All gas-fired storage water heaters not equipped with a flue damper that use indoor air for combustion and that are installed in conditioned spaces shall be equipped with a vent damper (unless the water heater is already so equipped). The vent damper shall be listed as meeting appropriate ANSI standards and shall be installed in accordance with the manufacturer's instructions and local codes.

**Exception:** Where the cost of the damper exceeds the value of reduced energy costs over the damper's lifetime.

**5.4.3 Point-of Use Water Heaters.** An economic evaluation shall be made on the potential benefit of using Point-of-use water heaters. Point-of-use water heaters should be considered in applications where hot water use is minimal and their use would reduce annual energy cost.



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**5.4.4 Heat Traps.** Storage water heaters not equipped with integral heat traps and having vertical pipe risers shall be installed with insulated heat traps on both the inlet and outlets. The heat trap shall be installed directly or as close as possible to the outlet fittings.

**Exception:** Water heaters that are used to supply circulating hot water systems.

## FORM A-COMPLIANCE

1. Name of Project: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name of person requesting compliance: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. Name of person(s) establishing compliance: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4. Application of compliance to (check one):

☐ Building      ☐ Complex

5. Have the operation and maintenance requirements of Section 2 been met?

☐ Yes      ☐ No

6. Have the building and equipment modification requirements of Section 3,4 and 5 been met?

☐ Yes      ☐ No

7. We state that this building complies with the State of Maine Clean Government Initiative Leased Building Energy Efficiency Standards.

☐ Yes      ☐ No

8. Date: \_\_\_\_\_

9. Signature of person for whom compliance was determined: \_\_\_\_\_

10. Signature of person or persons determining compliance: \_\_\_\_\_

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## APPENDIX A

### BIBLIOGRAPHY

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2. *ANSI/ASHRAE/IESNA 90.1-2001, Energy Standard for Buildings Except Low-Rise Residential Buildings*, 2001.
3. *ANSI/ASHRAE Standard 62-2001, Ventilation for Acceptable Indoor Air Quality*, 2001
4. International Code Council, *International Energy Conservation Code 2000*, 1999.
5. U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, Federal Register/ Volume 65, No. 195, 10 CFR Parts 434 and 435, October 6, 2000.

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**EXHIBIT J**

**SNDA**

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**EXHIBIT K**

**SECURE FORENSIC REHAB FACILITY**  
Narrative and Outline Specifications

**Department of Administrative and Financial  
Services / Bureau of General Services**  
State of Maine, Augusta, Maine

Dated: May 17, 2018

Prepared by:



Project #: 4243.00

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## INTRODUCTION

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The State of Maine Bureau of General Services, on behalf of the Department of Health and Human Services, is soliciting proposals for Design/Build services for construction of a new, freestanding Secure Forensic Rehab Facility on the grounds of the Dorothea Dix Psychiatric Center, Bangor, Maine. The project will house residents who have been found not guilty by reason of mental defect or insanity and, therefore, cannot be housed within either a state prison or a state psychiatric facility. These residents will be housed there to participate in their rehabilitation via counseling and other means by a considerable staff of behavioral health professionals. This is to be considered a secure facility and will be constructed utilizing methods and materials that eliminate the opportunity for escape, self-harm or injury to others. The design provides for ease of casual monitoring as well as the use of cameras, alarms and electronic locks.

The project includes: all new private utilities, site work including grading and paving, slab-on-grade and suspended deck floor structure at mechanical mezzanine, wood frame walls and a prefabricated wood truss roof along with reinforced gypsum board interior wall finishes. All floors are resilient LVT, sheet vinyl or quarry tile. It includes commercial-type kitchen equipment similar to the Elizabeth Levinson Center, laundry facilities, barrier -free toilet/shower rooms and resident rooms for (21) twenty-one residents. Staff offices, meeting rooms, an Occupational Therapy / Physical Therapy room, Dining and Common Rooms provide places for resident and staff interaction. The building has fire protection sprinklers and a generator to provide emergency power to limited, critical circuits during power outages.

The project shall be built by a developer and leased in a turn-key fashion to the State for (30) thirty years. A third-party contractor, to be named, shall operate the facility, providing staff and expertise to do so.

## PROJECT SCHEDULE

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- TBD

## BUILDING SYSTEM SUMMARY

## REFERENCED CODES, STANDARDS AND RELATED DOCUMENTS

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- **International Building Code, 2015 Edition**  
Occupancy Classification:  
Section 308, Institutional Group I  
308.2 Institutional Group I-1 includes buildings housing more than 16 persons on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment that provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.  
This group shall include, but not be limited to, the following:

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Alcohol and drug centers  
 Assisted living facilities  
 Congregate care facilities  
 Convalescent facilities  
 Group homes  
 Halfway houses  
 Residential board and care facilities  
 Social rehabilitation facilities

- **NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, 2009 EDITION**  
 Chapter 32, New Residential Board and Care Occupancies  
 Section 32.3 Large Facilities (more than 16 residents)  
 Type V (000) Construction, Fully Sprinklered by Automatic Sprinkler System
- **2010 ADA Standards for Accessible Design**
- **ASCE 7-10 Minimum Design Loads for Building and Other Structures**
- **International Energy Conservation Code, 2009 Edition, ASHRAE 90.1-2013**
- **ASHRAE 62.1-2013, Ventilation for Acceptable Indoor Air Quality**
- **IAPMO 2009 Uniform Plumbing Code as adopted by the State of Maine**
- **NFPA 13 Installation of Sprinkler Systems**
- **NFPA 70 National Electrical Code**
- **NFPA 72 National Fire Alarm and Signaling Code**
- **NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems**

## CIVIL / SITE

### ENVIRONMENTAL/SITE CONDITIONS

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- A. The proposed development area consists of approximately 2.7+/- acres and is part of a larger Dorothea Dix former Psychiatric Center Campus in Bangor, Maine. This campus is located off State Hospital Road in Bangor, Maine. The entire campus is rather vast in size and has a number of existing buildings varying in size, parking, drives, circulation areas, utilities and green space.
  1. The project site is not located with the AE zone. The Penobscot River is the nearest water body identified on the FEMA flood map, it is approximately 1,000 feet southeast of the project site.
  2. It appears no wetlands are present within the proposed development site, since this area is mostly developed with maintained lawn.

### ENVIRONMENTAL PERMITTING (Local/State/Federal)

---

- A. Local Regulation:
  1. A Land Development permit from the City of Bangor is required for the proposed development since the project consists of modifying the existing ground cover (lawn to building/lawn to pavement, etc.) and adding a new building on this campus. The proposed development is a portion carved out of the entire campus.
  2. Proposed Site: City of Bangor, Tax Map R63
  3. Access: State Hospital Road, a minor collector accessed from State Route 2 to the southeast and Hogan Road to the Northeast.
  4. Zoning District: G-ISD, government and institutional service



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5. Purpose. The G-ISD District is an area for major health and government institutions and related business and professional offices with locations suitable for the growth of each.
6. Site Capacity Analysis – The proposed project appears to fit within the local ordinance parameters. Planning board approval will be obtained.
7. Local zoning dimensional requirements
  - a. Minimum Building Setback: 30' from street right-of-way, 20' from side & 30' from rear.
  - b. Lot coverage: 30%
  - c. Floor Area Ratio: 2.0
  - d. Maximum Building Height: 80 feet
8. Planning Board review and approval (possible public hearing)
9. Parking Requirements (§300-513)
  - a. Minimum Building Setback: 20' from right-of-way (collector street), 10' from side & rear.
  - b. Bufferyard: type B is required adjacent to any street ROW.
  - c. Correctional: 1 space/4 beds + 1 space/employee (largest shift)
  - d. Hospital: 1 space/beds + 1 space/employee (largest shift)
  - e. Nursing Home: 1 space/4 beds + 2 spaces/3 employees + 1 space/staff doctor

#### B. State Regulations:

1. Maine Department of Environmental Protection (MDEP)
  - a. Site Location of Development Permit (SLODA)
    - 1) The site will not trigger the threshold for this permit
  - b. Stormwater Permit
    - 1) The site will not trigger the 1 acre new impervious area threshold for this permit. Proposed impervious area should be monitored during design as the proposed impervious area is approaching the threshold.
  - c. Natural Resource Protection Act (NRPA)
    - 1) No permit is anticipated from the MDEP at this time as a result of the proposed development.
2. Maine Department of Transportation (Maine DOT)
  - a. A Maine DOT Traffic Movement Permit (TMP) is not anticipated at this time as a result of the proposed development.

#### C. Federal Regulations (during the design phase, the requirements for these permits should be review if an amendment is required for the overall permit for the campus):

1. Army Corps of Engineers (ACOE)
  - a. No permit is anticipated from the ACOE at this time as a result of the proposed development.

#### D. Topographic Survey

1. A topographic survey has been completed at this time. Additional work will be needed, as part of the design phase to verify existing condition information, in particular utilities and connection points.

#### E. Geotechnical Properties

1. A geotechnical investigation was completed. Boring logs have been developed to review ledge elevations. A full investigation was not completed as part of the design phase to verify soil characteristics, therefore assumptions were made.

#### F. Offsite Roadway Improvements

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1. No offsite roadway improvements are anticipated at this time as a result of the proposed development.

## ***SITE DESIGN PARAMETERS***

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### **A. Selective Demolition (02 41 19)**

1. Demolition and removal of selected site elements including existing vegetation.
2. Existing site features and pavement designated for removal within the proposed development will be removed and disposed at State of Maine licensed facility that accepts the material.

### **B. Site Clearing (31 10 00)**

1. The proposed development will require tree removal. On the lower site roughly 10 trees will be removed for building and pavement. The remainder will be removed for cut/fill slope work.
2. Trees and shrubs designated to be removed within the proposed building and site development will be cut by an experienced logger.
3. The existing trees, stumps and grubblings will be disposed of offsite.
4. Existing trees and vegetation will be preserved to the greatest extent possible for the proposed site and building improvements unless otherwise noted.

### **C. Signage (10 14 53)**

1. Directional and temporary construction signage shall be provided as needed during construction phasing. Coordinate any lane or street closures, if needed, with the City of Bangor personnel having jurisdiction.
2. ADA parking signage will be required as well as other internal directional signage.
3. Any exterior permanent building and site signage will require a submission to the City of Bangor and shall meet any applicable ordinance requirements.

### **D. Facility Water Distribution System (22 11 13)**

1. The Bangor Water District shall provide water for domestic use and fire protection. Currently there is an existing 12" water main that traverses within the main campus, across the road and in a proximity of 700' to the proposed development.
2. New domestic water service, sprinkler service and fire connection will be installed from an extension of the existing 12" water main to the site. Two separate services will be brought to the mechanical room of the proposed building. The actual sizes are to be determined however for now the plan is for the domestic and sprinkler services to be constructed of 2" and 6" plastic pipe and fittings, respectively, once the services are on the property. All off site work will be ductile iron in accordance with Bangor water district standards. and installation shall meet the requirements 5 ft of cover to the crown of the pipe.
3. No new hydrants will be installed as part of the proposed development.
4. It is anticipated that the facility will generate roughly 2,625 gallons per day (125 GPD per bed x 21 beds), which includes residents, visitors and staff.

### **E. Facility Sanitary Distribution System (22 13 13)**

1. The Bangor Sewer District shall provide domestic municipal sewer system for the proposed development. Currently there is an existing sewer main that traverses within ' the main campus, across the road and roughly 700' from the proposed development.
2. The new sewer service will be connecting to an existing 8" SDR 35 PVC. Clean- outs or manholes will be used as needed to provide access to the line for future maintenance.
3. All frames and coves for the sanitary sewer structures within the project site will be provided with cast iron covers with "sewer" imprinted on the cover.

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4. It is anticipated that 2,625 gallons per day (125 GPD per bed x 21 beds) will be generated at the new facility when operating per the State of Maine Subsurface Wastewater Disposal Rules.

**F. Earth Moving for Pavement and Structures (31 20 00)**

1. Subgrades shall be prepared for slabs-on-grade, walks, pavements, turf and grasses.
2. Excavate and backfill for buildings and structures.
3. Extensive cut and fill work is needed on site.
4. Free draining materials (granular and structural fill) will be placed against foundations and under slabs in an effort to drain surface and ground water through the foundation drains.
5. Structural fill will be required to prepare a level building pad. Additional information will be provided once the geotechnical investigation is completed.
6. General fill will be required to blend the building into the surrounding site.
7. Subbase and/or Base granular courses will be provided for concrete and asphalt pavements. Additional information will be provided once the geotechnical investigation is completed.
8. Geotextile fabrics will be incorporated into some of the pavement sections and erosion control measures.
9. Some ledge removal is anticipated. The extent is to be determined.

**G. Earth Moving for Utilities (31 21 00)**

1. Excavate and backfill trenches for utilities (storm drain, sanitary, water, electrical and gas) and precast structures (storm drain, sanitary and electrical). All trenches and structures shall meet the requirements and guidelines of the Utility Companies having jurisdiction.
2. Metallic warning tape will be installed in all utility trenches to assist the utility companies in locating their respective utilities in the future for maintenance and repairs.
3. Construction dewatering may be required during utility installation. Additional information will be provided once the geotechnical investigation is completed.
4. Temporary excavation support and protection systems will be required. OSHA regulations shall be followed.

**H. Sedimentation and Erosion Control Measures (31 30 00)**

1. The following erosion and sediment control devices are planned for this site during the construction period. These devices shall be installed as indicated on the plans and as described in this report and the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices:
2. Temporary stabilization - Topsoil stock piles and disturbed portions of the site where construction activity ceases for at least 7 days will be stabilized with temporary seed and mulch no later than 15 days from the last construction activity in that area nor more than 30 days from the date of initial disturbance. Disturbed areas shall be stabilized prior to a projected storm event. Temporary seed shall be an annual: Rye (grain) applied at a rate of 120 pounds per acre. Prior to seeding, 2,000 pounds of ground agricultural limestone and 2,000 pounds of 10-10-10 fertilizer shall be applied to each acre to be stabilized. After seeding, each area shall be mulched with 4,000 pounds per acre of straw. The straw mulch is to be tacked into place by a disk with blades set nearly straight. Applying liquid calcium chloride and granular base material until bituminous base material can be applied will temporarily stabilize areas of the site, which are to be paved.
3. Permanent stabilization - Disturbed portions of the site where construction activity permanently ceases shall be stabilized with permanent seed no later than 15 days after the last construction activity. The permanent seed mix shall consist of 20 lbs/acre of Creeping Red Fescue, and 20 lbs/acre of Red Top, and 5 lbs of Flat Pea. Prior to seeding, 6,000 lbs of ground agricultural limestone and 800 lbs of 10-10-10 fertilizer shall be applied to each acre to be stabilized. After seeding, each area shall be mulched with 4,000 lbs per acre of mulched straw unless mulched hydroseeding is implemented. Straw mulch shall be taken into place by a disk with blades set nearly straight.

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4. Winter Protection - Standard for the timely stabilization of ditches and channels -- The contractor will construct and stabilize all stone-lined ditches and channels on the site by November 15. The contractor will construct and stabilize all grass-lined ditches and channels on the site by September 1. If the contractor fails to stabilize a ditch or channel to be grass-lined by September 1, then the contractor shall stabilize the soil with mulch -- By November 15 the contractor will mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1000 square feet on the area so that no soil is visible through the mulch. Immediately after applying the mulch, the contractor will anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.
5. Siltation fence - will be installed down gradient of the disturbed areas to trap runoff-borne sediments until the site is revegetated. Installation details are provided in the plan set on the erosion control details sheets.
6. New surface swale with check dams and erosion control mesh will collect runoff from the disturbed areas and direct runoff to catch basins, culverts or level lip spreaders.
7. Straw or Hay mulch is intended to provide cover (or mulched hydroseed) for denuded or seeded areas until revegetation is established. Mulch placed on slopes exceeding 10 percent shall be covered with geotextile erosion-control fabric or netting and anchored with staples in accordance with the manufacturer recommendations.
8. Sediment traps - will be constructed around all catch basins. The sediment traps shall be left in place until the tributary area is paved or revegetated.
9. Sediment Removal BMPs - will be constructed at various locations around the construction site as the construction progresses. The actual location will depend on the sequence of construction. The Sediment Removal BMP shall be utilized for areas of heavy sediment loads caused primarily by dewatering activities.
10. Other(s) - Any tracked dirt on adjacent roads or R/O/W's will be swept as necessary to prevent dust from becoming a nuisance or safety hazard to oncoming motorists.

#### I. Asphalt Paving (32 12 16)

1. Vehicle Circulation
  - a. "Full Depth" pavement will be installed throughout the project site for access drives and parking (staff, visitor and ADA). The pavement section will consist 1" surface wearing course (9.5 mm superpave) on 2" binder course (19.5 mm superpave) minimum as part of the lease agreement on 6" compacted granular base (Maine DOT type A aggregate) on 15" compacted granular subbase (Maine DOT type D aggregate). The pavement sections will be reassessed once the geotechnical report is completed and reviewed.
  - b. Pavement striping and pavement markings will be provided along the access drives, parking lots and other circulation areas requiring additional directional measures. The striping will be either white, yellow or blue (ADA).
2. Pedestrian Circulation/Sidewalks
  - a. Asphalt pavement for all sidewalks installed within the project site, except for any plaza areas, which will be cast-in-place concrete. The pavement section will consist 1" surface wearing course (9.5 mm superpave) on 1" binder course (12.5 mm superpave) on 12" compacted granular base (Maine DOT type A aggregate). The pavement sections will be reassessed once the geotechnical report is completed and reviewed.

#### J. Site Concrete (32 13 13)

1. All pedestrian plaza areas will be constructed at 6" thick CIP concrete with one mat of #4 rebar at 12" O.C. E.W. (4,500 psi with salt guard) on 18" compacted granular base (Maine DOT Type D aggregate) with 4" rigid insulation placed in two 2" lifts.

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2. Any mechanical or dumpster pads will be constructed at 6" thick CIP concrete with one mat of #4 rebar at 12" O.C. E.W. (4,500 psi with salt guard) on 18" compacted granular base with 4" rigid insulation
3. A transformer vault and generator pad will be needed.
4. Proper jointing (expansion, isolation and construction) and sealing (curing compound) of concrete surfaces will be provided.

**K. Fences and Gates (32 31 13)**

1. Temporary chain link fences, gates and screens will be provided as needed as security fencing at various locations around the project site. Temporary construction signage, fencing and other notifications shall be incorporated into a traffic control plan during construction phasing. Coordinate all lane and street closures, if needed, with the City of Bangor authorities having jurisdiction.
2. A 14' galvanized steel picket fence (Ameristar Impasse II) with curved pickets ends on top will be provided at the Outdoor Recreation Area (40'x40' area). The fenced in area will be placed away from the face of the building with a 5' fenced in area tunnel extending from the building to the rec area.
3. A 6' high Chain link fencing and 8' gates (16' opening) with privacy slats will be provided around the dumpster pads and mechanical equipment areas.

**L. Retaining Wall (32 32 23)**

1. Due to site constraints and a steep slope it is anticipated that a large block gravity wall will be used along a portion of the site. The wall will be 4' tall max.

**M. Turf and Grasses (32 92 00)**

1. 6" loam, seed and mulch will be provided to all disturbed areas not receiving pavement, gravel and concrete. The contractor shall be responsible to monitor grass growth and provide three (3) mows prior to acceptance by the Owner. If grass growth is not archived than process is repeated.

**N. Plants (32 93 00)**

1. The parking lot requires a type "B" buffer yard to comply with City of Bangor permitting standards. The B bufferyard consists of 2 deciduous trees (red maple), 4 evergreen trees (white pine), and 14 shrubs (7 junipers and 7 spirea) per every 100 feet adjacent to the roadway. Our site would need coverage for roughly 500 feet. Additional planting buffering may be needed, the standards are under review.

**O. Storm Utility Drainage (33 41 00)**

1. A majority of the storm water is expected to sheet flow off of the new and existing developed areas and the proposed building footprint.
2. Plaza drains (yard drains) will be provided, as needed.
3. Stormwater runoff from the project site and building development will be collected and directed to the existing storm drain system that meets the requirements of the City of Bangor Stormwater guidelines for quantity and quality control. A underdrained vegetated filter may be incorporated.
4. All catch basins and drainage manholes shall be precast concrete at various depths depending on the location of the structure.
5. All frames and coves/grates for the storm drainage structures within the project site will be provided with cast iron covers with "drainage" imprinted" on the cover.
6. Foundation drain and roof drain outlet pipes will be provided and directed to the new storm drainage system. Outlet pipes shall be SDR 35 PVC pipe, sizing to be determined during the design phase.

**P. Subdrainage (33 46 00)**

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1. Foundation drains will be constructed along the proposed footing of the building to collect water and remove water near the building. Foundation drains shall be SDR 35 perforated PVC pipe. Clean outs will be provided at various locations to assist in maintenance of the drains.

## STRUCTURAL

### FOUNDATION SYSTEMS

---

A professional geotechnical report with foundation design recommendations is currently being performed by SW Cole Engineering of Bangor, Maine. An efficient insulated frost protected shallow foundation system of short walls on strip footings and slab-on-grade floors on properly prepared subgrade is assumed suitable for the site and proposed building. Foundation drainage will be provided by continuous, perforated underdrain pipe installed around the entire perimeter exterior with positive gravity outlets.

1. Exterior Perimeter Foundation:
  - a. Strip Footing:
    - i. 2'-0" wide by 10" deep along building perimeter with bottom of footing minimum 1'-4" below exterior finish grade. Footing cast on a 6" layer of  $\frac{3}{4}$ " crushed stone wrapped in geotextile fabric extending 2'-0" beyond exterior face of footing with a 4" PVC foundation drain.
    - ii. Reinforce with (4) #4 bars continuous and vertical dowels to wall reinforcement.
    - iii. Insulate at top of footing for frost protection with 2" XPS rigid insulation installed horizontal extending a minimum 2'-0" beyond exterior face of wall.
  - b. Wall:
    - i. 8" thick, 1'-4" tall above top of footing. Wall to be formed with one unit high of insulated concrete form with interior face insulation cut down 4" to cast slab over top of wall.
    - ii. Vertical wall reinforcement: #4@24" doweled into wall footing.
    - iii. Horizontal wall reinforcement: (2) #4 top and bottom.
  - c. Anchor Rods:
    - i. 5/8" diameter galvanized headed anchor rods with  $\frac{1}{4}$ " thick by 3" square plate washers.
    - ii. Embed anchor rods 6" into top of wall and provide 5" projection above slab.
    - iii. Provide (2) at each corner, (1) at each side of wall openings and spaced at 4'-0" on center
  - d. Shear Wall Hold Down Anchor/Connector:
    - i. Metal plate connector wall hold-down with cast in anchor.
    - ii. Provide (1) at each corner and (1) at each end of interior shear walls.
2. Interior Foundation: Below interior bearing/shear walls.
  - a. Footing:
    - i. 2'-0" wide by 10" deep
    - ii. Reinforce with (4) #4 bars continuous.
    - iii. footing cast on a 6" layer of structural fill.
  - b. Wall:
    - i. 5" thick, 8" tall above top of footing.
    - ii. #4@24" vertical dowel to footing.
    - iii. (2) #4 horizontal continuous
3. Slab-on-Grade Floor:
  - a. 4" thick normal weight cast-in-place concrete slab.
  - b. Reinforce with a single mat of #4 bars at 24" spacing each way.
  - c. Place slab on 10 mil vapor retarder over 12" of compact structural fill.

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## FRAMING SYSTEMS

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Conventional wood frame construction with stud bearing walls and pre-engineered shop fabricated wood roof trusses. Wall and roof framing will be sheathed with structural wood panels designed and detailed to resist lateral forces.

### 1. Exterior Load Bearing Stud Wall:

#### a. Framing:

- i. 2x6 at 2'-0" o/c kiln dried Spruce-Pine-Fir or Hem-Fir stud grade aligned with roof trusses.
- ii. Provide double southern yellow pine bottom plates and double Spruce-Pine-Fir or Hem-Fir top plates. Bottom plate in contact with concrete to be pressure treated.
- iii. Provide horizontal blocking at all sheathing panel edges.

#### b. Sheathing:

- i. 7/16" thick ZIP sheathing panels with square edges.
- ii. Block and fasten all panel edges with 8d ringed nails at 4" o/c to framing and blocking and 8" o/c. at panel field.

### 2. Interior Shear Wall:

#### a. Framing:

- i. 2x stud at 2'-0" o/c kiln dried Spruce-Pine-Fir or Hem-Fir stud grade.
- ii. Provide double southern yellow pine bottom plates and double Spruce-Pine-Fir or Hem-Fir top plates. Bottom plate in contact with concrete to be pressure treated.
- iii. Provide horizontal blocking at all sheathing panel edges.

#### b. Sheathing:

- i. 1/2" thick Advantech sheathing panels with square edges.
- ii. Block and fasten all panel edges with 8d ringed nails at 4" o/c to framing and blocking and 8" o/c. at panel field.

### 3. Roof:

#### a. Framing:

- i. Pre-engineered metal plate connected shop fabricated wood trusses spaced at 2'-0" centers aligned over wall studs.
  1. Provide a raised energy heel truss profile.
  2. Provide additional truss aligned above interior shear walls.
  3. Form overbuilds with stepped valley trusses.
- ii. Truss design, connectors and bracing to be engineered by the manufacturer and completed in accordance with the truss plate institute.

#### b. Sheathing:

- i. 5/8" thick ZIP sheathing panels with tongue and groove edges.
- ii. Fasten all panel edges with 8d ringed nails at 6" o/c to framing and blocking and 12" o/c. at panel field.

## ARCHITECTURAL

### ROOF

---

Architectural composite shingles with ice and water shield in valleys and at eaves on plywood sheathing on prefabricated, raised heel, square cut, wood trusses at three wings. Nominal bearing height is 9'-9". Cold attic is to be vented with eave and ridge vents. Batt fiberglass insulation (R-38

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minimum) at raised heel depth of 12". Painted gypsum board on 1x strapping, 2' on center, at all ceiling surfaces.

Fascia and rake trim to be vinyl boards, white in color. Matching vinyl soffit provided, vented to roof cavity. No gutters or downspouts to be included. Roof drainage to be accommodated by a wide, gravel strip, continuous at the building foundation line.

An enclosed, insulated, mechanical mezzanine located directly above the Kitchen, shall accommodate multiple air handling units and connect directly to the exterior gable end wall for air intake. Ductwork shall connect above ceiling to communal spaces at the building center and to resident room wings.

## **WALLS**

---

Woodgrain texture, 6" exposure, vinyl lap siding in two colors: red and charcoal grey, with 8" wide, white vinyl corner and window surround trim and 8" white base trim on 1 ½" rigid Celotex insulation on Zip System 7/16" Sheathing with taped joints on 2" x 6" wood framed exterior walls with R-21 fiberglass batt insulation in cavities. All exterior and interior walls in Resident Rooms, Corridors, Toilet/Shower Rooms and as shown to have 7/16" OSB backup to painted 5/8" standard gypsum board to guard against resident damage. All interior walls to have batt sound insulation to dampen occupant noise.

## **WINDOWS & DOORS**

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All windows in resident rooms, offices and common spaces to be standard size, fixed, one-over-one, vinyl windows with insulated glazing and white interior / exterior color to appear as double hung windows. Toilet / Shower room windows to be fixed, insulated, single lite vinyl windows with white interior/exterior color.

All windows in Resident Rooms to have interior-mounted, hinged, prefinished, perforated steel window barriers. Design standard to be Security Shield Window Barriers by Exeter Architectural Products, [www.securityshield.net](http://www.securityshield.net). This is to prevent damage from resident activity and to reduce solar gain.

All glazing at windows and exterior doors to be laminated, insulated glass to guard against patient damage from the interior.

The main entry exterior door is to be aluminum and glass in aluminum frame, white in color. All other exterior doors to be insulated hollow metal doors and frames. Frames to include sidelights where indicated on plans. Stainless steel kick plates shall be installed on all high-traffic doors where required.

## **INTERIOR FINISHES**

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All walls in corridors and resident rooms are to be painted gypsum board over 7/16" OSB to the ceiling. Ceilings to be painted, standard gypsum board.

All Toilet / Shower and Staff Toilet rooms to have painted, 5/8" moisture resistant gypsum board over 7/16" OSB at walls and over strapping at 2' on center at ceilings.

Kitchen walls to be pebble texture, FRP panels, top of floor base to ceiling.



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**FLOORS**

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All Resident Room, Corridor, Office, Dining and Common Room floors to be one of two colors of wood-look, plank LVT for ease of maintenance. All wall base to be 4" high, rubber in a single, coordinating color.

All Resident Toilet / Shower Rooms and Staff Toilet Rooms to be sheet vinyl with rubber cove base.

Vestibules and Sally Port to have walk off carpet tile.

Kitchen and Service Corridor to have a durable material to be determined. Quarry tile floor and base with floor drains or Altro Safety Floor are options.

Housekeeping Closets to have sheet vinyl flooring with rubber cove base for ease of maintenance.

## **INTERIOR DOORS**

All Resident Room doors to be painted, hollow metal "Patient Room Access Doors" (wicket doors), design standard of <https://www.cecodoor.com> to provide staff access in the event of barricading by resident.

The Quiet Room door is to have a "cuff port" that will allow the passage of meals to those detained.

Doors at interior of Vestibule, Sally port and Security Room to be aluminum interior storefront system with laminated glazing and white frame color.

All other interior doors to be painted, hollow metal doors in painted hollow metal frames.

Where slot windows are required in doors (All cross-corridor doors, doors at Meeting, Security and Meds Rooms and in the Quiet Room) these shall of clear polycarbonate (Lexan) material to avoid breakage.

Stainless steel kick plates shall be installed on all high-traffic doors where required.

## **SIDELIGHTS / INTERIOR WINDOWS**

Sidelights and interior windows at the Team Room, Meds Room and Security Room are to be clear polycarbonate (Lexan) in painted hollow metal frames.

## **MILLWORK/CASEWORK**

All storage casework in Security and Meds Rooms to be vertical grade, woodgrain plastic laminate with plastic laminate countertops. All corners to be radiused to avoid injury.

All window sills to be vinyl boards for longevity and ease of maintenance.

Work counters in Security and Team Room to be custom, square edged plastic laminate tops.

Stainless steel work tables and counters to be included in the Kitchen Equipment package from the vendor.

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**QUIET ROOM SAFETY PADDING**

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1 ½" padding on all walls and ceiling. Floor to be 7/16" OSB, with 1" nominal thickness padding. Padding to be uniform, smooth with non-slip surface and be fungus resistant. Padding to be seamless and easily cleaned with detergents.

**CORRECTIONS FURNITURE**

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As part of the turnkey operation, all resident furniture must be provided. The desired manufacturer is Norix, <http://www.norix.com/behavioral-healthcare-furniture.asp>.

**Bedrooms**

- (21) Atn101 Attenda Platform bed
- (21) MRX6-3680 Remedy Comfort Black Max Mattress
- (21) ATN601 Attenda Floor mount desk
- (21) FC600 Forte Guest arm chair
- (21) ATN401 Attend 4-shelf wall mount storage
- (21) ATN225 Attenda Deluxe nightstand

**Common Room**

Hondo Nuevo chairs:

- (9) Arm chairs
- (1) Armless chair
- (3) Left arm chairs
- (3) Right arm chairs

- (4) FO2727 Forte occasional tables molded base

**Dining Room**

- (6) O43048 - Oasis Café table 4-seat swivel bold down

**LIGATURE-RESISTANT HARDWARE**

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All interior hardware shall be ligature-resistant to reduce the risk of self-harm to residents. This includes:

- Continuous door hinges with slanted top surfaces
- Ligature-resistant door handles
- Wicket Doors at all Resident rooms
- Flush door closers / hold-opens and panic bars
- Ligature-resistant access panels and supply / return grilles with tamper-resistant fasteners
- Flush-mounted exit signage and emergency lighting
- All lighting to be flush-mounted with tamper-resistant fasteners

**HEATING, VENTILATION AND AIR CONDITIONING**

- A. All HVAC work shall be in accordance with applicable local and state building codes. HVAC scope shall include heating, ventilation and air conditioning system for all portions of the building.

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- B. Boiler Plant shall consist of condensing hot water boiler with venting and combustion air kit and connections to exterior. Boiler shall be propane-gas fired and provide space heating to terminal units, supplemental heating coils, and domestic hot water storage tank.
- C. HVAC system serving residence rooms shall consist of vertical or horizontal air handling units located in accessible mechanical room or mechanical mezzanine accessible from service area. Air handling units shall be connected to exterior pad mounted air-cooled heat pump unit(s) as required to serve building loads. Supplemental hot water coils shall be provided at air handling unit discharge for use when heat pumps are not operational. Ductwork distribution shall be located on warm side of building insulation (not in attic) and connect to wall mounted supply and return grilles in each residence room. All grilles shall be steel construction ligature resistant type with perforated faces and tamper-resistant screws. Provide manual balancing damper and cable mounted remote actuator located near top of duct drop.
- D. HVAC System for common areas shall consist of recessed or wall mounted indoor evaporators. All wall mounted indoor evaporators shall be connected to exterior pad mounted heat pump unit(s).
- E. Hot water cabinet unit heaters shall be provided in vestibule and Resident Toilet Rooms and shall be wall recessed units with return and discharge grilles in face panel. Provide shutoff valves and control valve at each heater.
- F. Exhaust grilles shall be provided in all toilet rooms. All toilet room exhaust shall be connected into a fixed plate heat exchanger with defrost protection. Provide hot water heating coil on discharge to maintain minimum discharge air temperature (adjustable). Energy Recovery Unit shall be located in lower level space. Exhaust air rates shall be 10 air changes per hour in all toilet room areas.
- G. A kitchen exhaust hood with fan shall be provided. Provide grease ductwork system with fire wrap blanket to exterior termination. Based on WBRC's understanding of the kitchen use and oven/range to be installed, an NFPA 96 compliant hood with integral fire suppression and a listed exhaust fan and duct with wrap will be required
- H. Provide metal ductwork and exterior wall cap for clothes dryer vents.

## **PLUMBING**

- A. All plumbing shall be in furnished, installed, and tested in strict accordance with applicable local and state plumbing codes.
- B. Plumbing scope shall include all piping and components as required for a fully operational plumbing system.
- C. Domestic water piping (cold, hot and recirculation) shall be PEX tubing. All domestic water piping shall be insulated with closed cell foam pipe insulation. Individual branch lines to fixtures may be PEX tubing. Provide clevis type pipe hangers on piping. Pipe hangers shall be sized to allow for insulation to be continuous through hangers.
- D. Provide ball valves at groups of 2 or more fixtures in row or at individual toilet room.

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- E. Drainage, waste and vent (DWV) piping shall Schedule 40 PVC with solvent welded fittings. Provide clevis type pipe hangers on piping.
- F. Provide floor drains with trap primer connections at all air handling unit locations. Provide trap primer, distribution block and PEX piping as required.
- G. Plumbing fixtures shall be provided with chrome plated supply fittings with shutoff valve at each fixture. Provide chrome plated drainage piping and P-traps at each fixture where required.
- H. At ADA lavatories provide floor mounted chair carrier and under counter pipe insulation kits at all locations.
- I. Plumbing fixtures shall be equal to manufacturer's literature sheets submitted in package.
- J. Domestic hot water heating system shall consist of hot water storage tank with hot water coil connected to boiler plant. Provide 2 mixing valves (140F for Kitchen, 120F for remainder of fixtures).
- K. A backflow prevention device, utility meter and pressure reducing valve (if required) shall be provided at water service to building. Backflow prevention device shall be double check valve.

## **FIRE PROTECTION**

- A. Facility shall be provided with a sprinkler system in accordance of NFPA 13.
- B. Sprinkler Heads in all residence wings shall be ligature resistant institutional type.
- C. Sprinkler system design shall be based on hydrant flow test to be conducted as part of this project prior to system design.

## **ELECTRICAL**

- A. General:
  - 1. Electrical systems and installation shall comply with NFPA 70 (National Electric Code), NFPA 72 (National Fire Alarm and Signaling Code), NFPA 101 (Life Safety Code), NFPA 110 (Standard for Emergency and Standby Power Systems) and ASHRAE 90.1, Energy Standards for Building Except Low-Rise Residential Buildings.
- B. Electrical Service:
  - 1. New aerial electrical service for the facility shall be provided from State Street by Emera and shall enter the building via pole-mounted transformers with underground secondary service feeders extending into the Electrical Room. Service size shall be reviewed as the design progresses, but is currently assumed as 3-phase, 4-wire 400A, 208/120 Volt.
- C. Grounding and Bonding:

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2. Grounding electrodes shall be copper-clad steel, 3/4 inch diameter, and 10 feet long. Grounding conductors shall be stranded copper, sized to meet NFPA 70 requirements. Separate insulated equipment grounding conductors within each feeder and branch circuit raceway shall be provided, with each end terminated on a suitable lug, bus or bushing.

D. Lighting Controls:

3. A simple, but energy-efficient lighting control system shall be provided for the lighting systems. All residents' rooms shall be provided with a decora-style toggle switch with stainless steel faceplate and tamper-proof screws. Common spaces such as corridors, dining area and common rooms shall be controlled via ceiling mounted occupancy sensors. Corridors shall not turn off, but instead shall dim to a lower level when no occupancy is detected. Dining Room and Common Room shall be provided with toggle switches to override fixtures off. Storage rooms, toilets, and other support spaces shall utilize dual-technology occupancy sensors. All occupancy sensors will be provided with adjustable time delays for automatically turning lights off when areas are unoccupied. Exterior lighting systems shall be provided with built-in photocell technology.
4. Select fixtures throughout the Dining and Common will be wired as night lights to maintain a minimal level of illumination during nighttime hours.

E. Electrical Distribution:

5. Power for all areas shall be provided from panelboards located within the electrical room. All new electrical panels shall be panelboard construction grade and provided with door-in-door fronts. Branch circuit breakers shall be bolt-on type. All feeders shall be installed in metallic conduit systems. Branch circuiting shall be in metallic conduit where exposed. Metal-clad (NEC Type MC) cabling where concealed will be allowed. All conductors shall be copper.
6. All panelboards shall be Square D, Type NQOD.

F. Electrical Metering Systems:

7. Building shall be provided with an ION7650 PowerLogic meter connected to the Main Distribution Panel or as Emera provides.

G. Electrical Power Systems:

8. All equipment connections shall be coordinated to provide method of power disconnects as required by Code. Electrical devices for convenience outlets shall be coordinated with Owner for power requirements, configuration and locations. Motors shall be provided with starters and disconnects, or variable frequency drives as applicable, per manufacturers' recommendations. Power connections, disconnects, overcurrent protection, etc. shall be coordinated with equipment provided (i.e. Kitchen equipment, HVAC equipment, etc.).
9. Tamper-resistant receptacles shall be provided throughout the facility. Residents' rooms may be provided with a single receptacle within a recessed wall box at the TV. GFI receptacles shall be provided in kitchens and other areas located within 6 feet of a water source. All receptacles shall have stainless steel faceplates with tamper-proof screws.

H. Arc Flash:

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10. An Arc Flash study for the whole building will be required to be conducted and all electrical equipment (panelboards, motor disconnects, etc.) shall be labeled.

I. Emergency Power:

11. Building will be provided with 100 KW, pad mounted dual-fuel, propane/natural gas generator to provide standby power to the building's security, life safety and heating/ventilation systems. Two transfer switches shall be provided; one to serve life safety loads and the other to serve additional standby loads.

J. Lightning Protection:

12. There is currently no lightning protection system planned for this project.

K. Interior Lighting:

13. All interior lighting shall be designed in accordance with current IESNA standards recommended for specific space usage and task. Light fixtures shall utilize LED technologies with corresponding electronic drivers and shall be either Energy Star or Design Light Consortium (DLC) listed.

14. Lighting throughout facility shall be ceiling recessed, vandal resistant type.

L. Emergency Lighting and Exit Signage:

15. Emergency lighting shall be achieved via generator with UL 924 devices to override any associated automatic controls. Exit signs shall be illuminated with LED lamps.

M. Exterior Lighting:

16. All exterior fixtures shall utilize LED technology, and shall be full-cutoff type as defined by IESNA, in order to minimize light pollution into the night sky. Control shall be as noted above. Exterior lighting shall be provided at building entrances, walkways and parking areas.

N. Telecommunications Service:

17. Two new aerial telecommunication services shall be extended into the facility to create a redundant network into the building and on campus. Both services shall extend from the distribution at State Street to the IT room. Cables in exposed and non-accessible areas shall be run in conduit. All horizontal cabling shall be Category 6 cable, terminations and devices shall be provided and installed by the Office of Information Technology (OIT). Hardwired telephone and data drops shall be located in the kitchen, security and offices spaces only. Wireless access points shall not be provided for the facility.

O. Communication Room Equipment:

18. All patch panels, racks, punch blocks, and other communication equipment shall be provided by OIT.

P. Cable TV Services:

19. Aerial cable tv (CATV) services shall be provided into the facility. Service demarcation shall occur in the IT room and, from there, be distributed to the Common Room and other shared spaces. Each resident room shall be provided with a coax cable jack in stainless steel plate with tamper-proof screws and RG-59 cable extending back to the IT room. All cable ends located in the IT room shall be terminated and provided with a 5 foot service loop for ease of connection to distribution switch in future.

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Q. Access Control:

20. Access control system shall be provided for facility. System shall include proximity card readers and request to exit devices at all exterior doors and other resident care spaces.

R. Video Surveillance:

21. Video surveillance system shall be provided for facility. System shall include new IP camera, network video recorder, monitor and all associated switches, cables and accessories. Cameras shall be installed to monitor all building entrances, all common spaces and the Quiet Room. Security monitor shall be located in Security Office for 24-hour monitoring.

S. Fire Alarm System:

22. Fire alarm system shall include manual & automatic detection consisting of smoke and heat detectors and manual pull stations. Notification to occupants shall be comprised of horn/strobe devices in all normally occupied areas with the exception of individual toilets. Residents' rooms and individual toilets will receive visual only (strobe) devices. Smoke detectors shall be provided in each resident room and carbon monoxide detectors shall be provided throughout the corridors, in the vicinity of the resident rooms. Fire alarm system shall monitor the sprinkler system for alarm and trouble conditions. It shall be interconnected to air handling equipment if required. The system shall be provided with battery backup and charger. Fire alarm system shall be in accordance with NFPA 72, 101, and the State Fire Marshal's office.

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**EXHIBIT L**

A certain easement situated in the City of Bangor, County of Penobscot, State of Maine, for the purpose of installation, repair and maintenance of utility and service lines, bounded and described as follows:

Commencing at a pin on the southeasterly sideline of State Hospital Road, so called, said pin being the most westerly corner of a lot labeled as "PARCEL TO BE CONVEYED BY: STATE OF MAINE, 2.694 acres", as depicted on plan entitled "BOUNDARY SURVEY FOR THE DIVISION OF LAND BY: STATE OF MAINE, LOCATION: STATE STREET/HOGAN ROAD, BANGOR, PENOBSCOT COUNTY, MAINE, DATE: FEBRUARY 8, 2018", as prepared by Sackett & Brake Survey, Inc., dated February 8, 2018, Thence S 35° 07' 24" E, by and along the southwesterly line of said lot, a distance 14.15 feet, to the true point of beginning;

THENCE: S 35° 07' 24" E, by and along the southwesterly line of said lot, a distance of 173.16 feet, to a point;

THENCE: S 76° 58' 07" W, a distance of 470.03 feet, to a point;

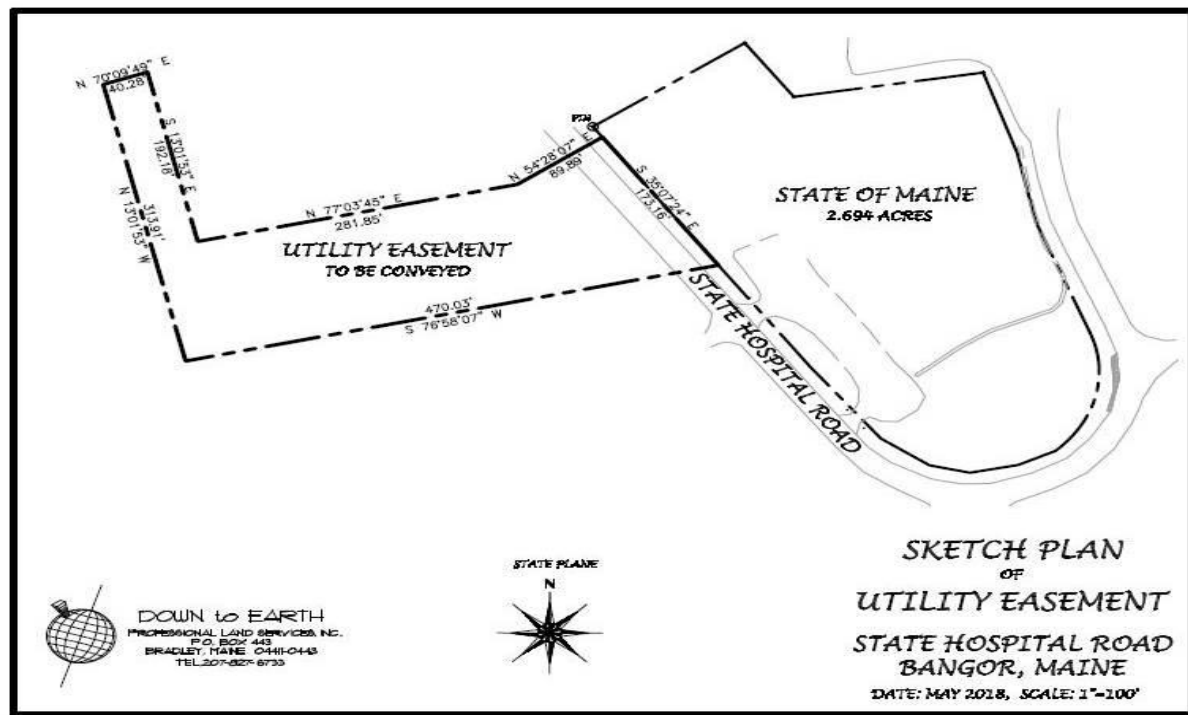
THENCE: N 13° 01' 53" W, a distance of 313.91 feet, to a point;

THENCE: N 70° 09' 49" E, a distance of 40.28 feet, to a point;

THENCE: S 13° 01' 53" E, a distance of 192.18 feet, to a point;

THENCE: N 77° 03' 45" E, a distance of 281.85 feet, to a point;

THENCE: N 54° 28' 07" E, a distance of 89.89 feet, more or less, to the point of beginning.





## Certificate Of Completion

Envelope Id: 28FDACBF7DBC4AC6AA97682A0E4AF185	Status: Completed
Subject: Please DocuSign: Bangor Forensic Facility Lease - Revised 5-24 BL (003).doc	
Lease #: 15021 - Bangor Forensic Facility	
Project Number:	
Contract Number:	
RFP Number:	
Source Envelope:	
Document Pages: 64	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Linda Stohs
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	77 State House Station
	111 Sewall Street
	Augusta, ME 04333
	linda.stohs@maine.gov
	IP Address: 198.182.163.102

## Record Tracking

Status: Original	Holder: Linda Stohs	Location: DocuSign
5/29/2018 4:39:41 PM	linda.stohs@maine.gov	

## Signer Events

Tom Ellis tomh@elliscommercial.com Security Level: Email, Account Authentication (None)	<b>Signature</b>  <small>DocuSigned by: Tom Ellis 649FE8D040984BA...</small> Using IP Address: 24.39.30.78	<b>Timestamp</b> Sent: 5/29/2018 4:43:33 PM Viewed: 5/29/2018 4:44:22 PM Signed: 5/29/2018 4:47:12 PM
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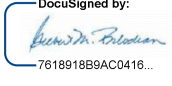
## Electronic Record and Signature Disclosure:

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William B Leet Bill.Lleet@maine.gov Director of Leased Space Bureau of General Services Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: William B Leet A7F871EBC6B8465...</small> Using IP Address: 198.182.163.102	Sent: 5/29/2018 4:47:13 PM Viewed: 5/29/2018 5:07:45 PM Signed: 5/29/2018 5:08:04 PM
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## Electronic Record and Signature Disclosure:

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Gilbert M. Bilodeau gilbert.m.bilodeau@maine.gov Chief Facilities Officer Bureau of Real Estate Management Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: Gilbert M. Bilodeau 7618918B9AC0416...</small> Using IP Address: 198.182.163.102	Sent: 5/29/2018 5:08:05 PM Viewed: 5/29/2018 5:44:29 PM Signed: 5/29/2018 5:45:13 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Stacy Jenkins stacyj@hrsservices.net Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 5/29/2018 4:43:32 PM
John A. Blais john.a.blais@maine.gov Director of Real Property State of Maine - Bureau of General Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 5/29/2018 5:45:14 PM
Scott Hunter Scott.D.Hunter@maine.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 5/29/2018 5:45:14 PM

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/29/2018 5:45:14 PM
Signing Complete	Security Checked	5/29/2018 5:45:14 PM
Completed	Security Checked	5/29/2018 5:45:14 PM
Payment Events	Status	Timestamps